



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

December 09, 2024 at 5:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553,494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call - Alderperson Felde may attend remotely
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes - November 11, 2024

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 86-24-25 / December 2, 2024: Submitting a Tax Levy Certification for the 2024-2025 School Year from the Sheboygan Area School District.
7. R. O. No. 90-24-25 / December 2, 2024: Submitting the Tax Levy Certification for the 2024-2025 School Year from the Kohler School District.
8. Res. No. 125-24-25 / December 2, 2024: A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.
9. Res. No. 126-24-25 / December 2, 2024: A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.
10. Res. No. 127-24-25 / December 2, 2024: A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4.

- [11.](#) Res. No. 128-24-25 / December 2, 2024: A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.
- [12.](#) Res. No. 129-24-25 / December 2, 2024: A RESOLUTION authorizing an amendment to the 2024 budget for the future purchase of hardware and software by the IT Department for cybersecurity upgrades.
- [13.](#) Res. No. 130-24-25 / December 2, 2024: A RESOLUTION adopting the revised City of Sheboygan compensation program for non-represented employees.
- [14.](#) Res. No. 131-24-25 / December 2, 2024: A RESOLUTION authorizing an amendment to the 2024 budget for the purchase of communication equipment for the Police and Fire Departments.
- [15.](#) Res. No. 132-24-25 / December 2, 2024: A RESOLUTION approving up to \$16,500,000 of Public Finance Authority Education Revenue Bonds (Sheboygan Christian School Project), Series 2025 for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended.
- [16.](#) Direct Referral R. O. No. 92-24-25 by Finance Director Kaitlyn Krueger submitting the 2025 Business Improvement District (BID) Statement of Purpose, dated December 4, 2024, the BID's 2025 Operating Budget, and 2024 Special Assessment Listing.
- [17.](#) Direct Referral Res. No. 135-24-25 by Alderpersons Mitchell and Perrella authorizing the purchase of the property known as 2629 North 7th Street from Aurora Health Care Central, Inc.

DATE OF NEXT REGULAR MEETING

18. Next Meeting Date - December 23, 2024

ADJOURN

19. Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*

**CITY OF SHEBOYGAN
R. O. 86-24-25**

BY CITY CLERK.

DECEMBER 2, 2024.

Submitting a Tax Levy Certification for the 2024-2025 School Year from the Sheboygan Area School District.



SHEBOYGAN AREA
— SCHOOL DISTRICT —

November 7, 2024

City of Sheboygan
Municipal Clerk - Meredith DeBruin
828 Center Avenue
Sheboygan, WI 53081-4442

Dear Ms. DeBruin,

The Board of Education for the Sheboygan Area School District approved the following Tax Levy for the 2024-2025 school year:

School Levy	\$33,976,859.00
Recreation Levy	\$1,356,528.00

Enclosed are the tax levy certifications as assessed against the taxable property of that portion of the school district and/or recreation district lying within your municipality as required by section 120.17(8).

The levy payment must be received in the Business Office by the due date. If there are any questions, please feel free to contact me at 920-459-3955.

Sincerely,

Mark Boehlke
Assistant Superintendent
Business and Operational Services

Enclosure (1)

Department of Business and Operational Services

3330 Stahl Road • Sheboygan, WI 53081 • **PHONE:** 920-459-3523 • **FAX:** 920-459-6714



Instructions: This form must be signed in the presence of a notary public, and delivered to the clerk of each municipality having territory within the school district on or before **November 10** (Ref Wisconsin Statute s.120.12(3))

Item 6.

2024-2025 School Year

T O	① Municipal Clerk: MEREDITH DEBRUIN 828 CENTER AVE SHEBOYGAN, WI 53081-4442	② Municipality: City of Sheboygan	
		③ County: Sheboygan	

The levy is distributed using the same percentage as the equalized valuation.

	Entire School District	Portion of School District Lying Within Municipality
	Column 1	Column 2
④ Equalized Valuation (TID Out) Tax Apportionment (October Certification)	\$6,245,301,660.00	\$4,242,894,292.00
⑤ Percent of Entire School District	100.000000%	67.937380%
⑥ Total Levy	\$33,976,859.00	\$23,124,085.29

CERTIFICATION

I HEREBY CERTIFY the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17(8). The state superintendent, pursuant to s. 120.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

	Name of School District	School District Clerk
F	Sheboygan Area School District (5271)	Susan Hein
R	Signature of School District Clerk	
O	Signature of Notary Public	
M	Signed before me this date	My Commission Expires
	11/7/2024	9/13/2027

NOTARY SEAL

Wisconsin Statutory References:
 s. 120.17(8)
 s. 120.44
 s. 121.06(2)

Mail tax settlement to: District Administrator
 Sheboygan Area School District
 3330 Stahl Rd
 Sheboygan, WI 53081



Per §74.09(3)(db) a school board is required to separately report any tax levies that exceed its annual revenue limit as a result of a successful referendum to exceed the limit on a non-permanent basis. State law requires the levies associated with all debt and non-recurring operation referendums passed after December 31, 2014 to be listed separately. The property tax bill must also include the year in which the non-permanent referendum to exceed the revenue limit no longer applies. Item 6.

2024-2025 School Year

List of approved 2024-2025 debt and non-recurring operating referenda which will allow the district to exceed its revenue limit on a non-permanent basis.

Municipal Clerk: **MEREDITH DEBRUIN**
 828 CENTER AVE
 SHEBOYGAN, WI 53081-4442

Municipality: City of Sheboygan
 County: Sheboygan

School District: Sheboygan Area School District (5271)
 School District Clerk: Susan Hein

Referenda ID	Vote Date	Type	Year Expires	Total Referendum Amount	2024-2025 Levy Amount due to Referendum	Percent of Entire School District	2024-2025 Amount due to Referendum for Taxation District
RF-3992	11/08/2016	Issue Debt	2035	\$29,000,000.00	\$453,215.00	67.937380%	\$307,902.39
RF-5958	11/05/2024	Issue Debt	2047	\$121,000,000.00	\$5,792,301.00	67.937380%	\$3,935,137.51

**CITY OF SHEBOYGAN
R. O. 90-24-25**

BY CITY CLERK.

DECEMBER 2, 2024.

Submitting the Tax Levy Certification for the 2024-2025 School Year from the Kohler School District.



Per §74.09(3)(db) a school board is required to separately report any tax levies that exceed its annual revenue limit as a result of a successful referendum to exceed the limit on a non-permanent basis. State law requires the levies associated with all debt and non-recurring operation referendums passed after December 31, 2014 to be listed separately. The property tax bill must also include the year in which the non-permanent referendum to exceed the revenue limit no longer applies.

2024-2025 School Year

List of approved 2024-2025 debt and non-recurring operating referenda which will allow the district to exceed its revenue limit on a non-permanent basis.

Municipal Clerk: **MEREDITH DEBRUIN**
 828 CENTER AVE
 SHEBOYGAN, WI 53081-4442

Municipality: City of Sheboygan
 County: Sheboygan

School District: Kohler School District (2842)
 School District Clerk: Kelly Konrath

Referenda ID	Vote Date	Type	Year Expires	Total Referendum Amount	2024-2025 Levy Amount due to Referendum	Percent of Entire School District	2024-2025 Amount due to Referendum for Taxation District
RF-5063	04/06/2021	Issue Debt	2025	\$17,550,000.00	\$1,125,816.82	32.804629%	\$369,320.03
RF-5064	04/06/2021	Issue Debt	2025	\$2,590,000.00	\$166,146.18	32.804629%	\$54,503.64



Instructions: This form must be signed in the presence of a notary public, and delivered to the clerk of each municipality having territory within the school district on or before **November 10** (Ref Wisconsin Statute s.120.12(3))

Item 7.

2024-2025 School Year

① Municipal Clerk: **MEREDITH DEBRUIN** ② Municipality: City of Sheboygan
 828 CENTER AVE
 SHEBOYGAN, WI 53081-4442 ③ County: Sheboygan

The levy is distributed using the same percentage as the equalized valuation.

Entire School District

Portion of School District Lying Within Municipality

Column 1

Column 2

④ Equalized Valuation (TID Out) Tax Apportionment (October Certification)

\$980,994,811.00

\$321,811,708.00

⑤ Percent of Entire School District

100.000000%

32.804629%

⑥ **Total Levy**

\$6,255,411.00

\$2,052,064.37

CERTIFICATION

HEREBY CERTIFY the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17(8). The state superintendent, pursuant to s. 120.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

	F	Name of School District	School District Clerk
	R	Kohler School District (2842)	Kelly Konrath
	O	Signature of School District Clerk	<i>[Handwritten Signature]</i>
	M	Signature of Notary Public	<i>Cindi B. Gamb</i>
NOTARY SEAL		Signed before me this date	My Commission Expires
		<i>15th day of November, 2024</i>	<i>June 7, 2027</i>

Wisconsin Statutory References:
 120.17(8)
 120.44
 121.06(2)

Mail tax settlement to: District Administrator
 Kohler School District
 333 Upper Rd
 Kohler, WI 53044

**CITY OF SHEBOYGAN
RESOLUTION 125-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

DECEMBER 2, 2024.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

RESOLVED: That the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 1, which is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north, and Center Ave. on the south, and more particularly described as Blocks 105, 106, 127, 129, 130, 152 and the north one-half of Block 151, all in the Original Plat of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2025. Any payments received after May 1, 2025, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited.

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 50-95, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2024, as is set forth in Sheboygan Municipal Code § 50-95.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 126-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

DECEMBER 2, 2024.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

RESOLVED: That the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 2, which is that area of the City generally bounded by a line described as commencing at the SW corner of Virginia Ave. and Riverfront Dr., also described as the NE corner of Lot 1, Blk. 205 of the Original Plat of the City of Sheboygan, thence W. 240' along the S.L. of Virginia Ave. to the NW corner of Lot 4, Blk. 205, original Plat (O.P.), thence S. 273' along the W. lot line of Lots 4 and 9, Blk. 205, O.P., thence E. 50' at a right angle to the W. lot line of Lot 9, Blk. 205, O.P., thence S. 125' parallel with said lot line to the S.L. of New Jersey Ave., thence W. 50' along said S.L. to the W. lot line of Lot 4, Blk. 211, O.P., thence S. 90' along said lot line, thence E. 103.12; at a right angle to said lot line to the Wly line of Riverfront Dr., thence SWly 246.89' along said Wly line to an intersection with the W. lot line of Lot 9, Blk. 211. O.P., and the N.L. of Maryland Ave., as originally platted, thence 60' S. to the S.L. of Maryland Ave., thence 60" E. along the said S.L. to the W. lot line of Lot 3, Blk. 234, O.P., thence S. 145', more or less, along said lot line to the NWly shore of the Sheboygan River, thence NEly downstream along said shore to the N.L. of Virginia Ave., thence W. 245', more or less, along said N.L. to the E.L. of Riverfront Dr., thence 80' S. along extension of said E.L. to the S.L. of Virginia Ave., thence 66' W. along said S.L. to the point of beginning, being a part of the NE ¼ of the NW1/4 of Sec. 26, T15N, R23E.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2025. Any payments received after May 1, 2025, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited.

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the

proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 50-131, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2024, as is set forth in Sheboygan Municipal Code § 50-131.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 127-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

DECEMBER 2, 2024.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4.

RESOLVED: That the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 4, which is that area of the City bounded by a line described as commencing at the intersection of the centerline of S. 12th St. with the S. r.o.w. of Clara Ave, thence W. to the NW corner of Lot 1, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of Lot 48, Blk. 6, Assessment Subd. No. 19, thence E. to the SE. corner of Lot 46, Blk. 6, Assessment Subd. No. 19, thence W. to the SE corner of said Lot 46, thence S. to the SW corner of Lot 43, Blk. 6, Assessment Subd. No. 19, thence W. to the NW corner of Lot 40, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of said lot, thence E. to the NE corner of Lot 39, Blk. 6, Assessment Subd. No. 19, thence S. to the SE corner of Lot 35, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 2, Blk. 7, Assessment Subd. No. 19, thence N. to the NE corner of said Lot 2, thence E. to the NE corner of Lot 1, Blk. 7, Assessment Subd. No. 19 thence S. along the E.L. of said Lot 1 to a point in said E.L. opposite the Wly extension of the S.L. of Lot 17, Blk. 8, Assessment Subd. No. 19, thence E. to the SE corner of said Lot 17, thence N. to the NE corner of Lot 15, Blk. 8, Assessment Subd. No. 19, thence N. along said centerline to point of beginning.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2025. Any payments received after May 1, 2025, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited.

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 50-188, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2024, as is set forth in Sheboygan Municipal Code § 50-188.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 128-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

DECEMBER 2, 2024.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

RESOLVED: That the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 5, which is that area of Lots 1 through 9 and Lot 11, South Pier Subdivision, of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2025. Any payments received after May 1, 2025, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited.

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 50-223, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2024, as is set forth in Sheboygan Municipal Code § 50-223.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 129-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

DECEMBER 2, 2024.

A RESOLUTION authorizing an amendment to the 2024 budget for the future purchase of hardware and software by the IT Department for cybersecurity upgrades.

WHEREAS, the City of Sheboygan IT Department has determined there are significant upgrades required to the network to become secure and reduce risk in the future; and

WHEREAS, IT staff is currently analyzing and costing the required hardware and software that is needed to perform the upgrades; and

WHEREAS, Shoreline Transit is eligible for federal funding through the CARES Act, which will cover operating deficits in 2024; and

WHEREAS, in 2024, the City of Sheboygan budgeted \$470,000 in tax levy to support Shoreline Transit’s operations; and

WHEREAS, a transfer of the available tax levy of \$401,286.50 to one-time IT capital projects will allow the City to maximize the amount of CARES Act grant dollars utilized; and

WHEREAS, the 2024 Capital Plan included \$60,000 of tax levy for a Riverfront Parking Master Plan that has been put on hold; and

WHEREAS, City management believes it is in the City’s best interest to utilize the available tax funds to implement the immediate cybersecurity upgrade needs to protect the City.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director be authorized to take the steps necessary to transfer \$401,286.50 from the Transit Fund to the IT Fund via the following 2024 budget amendment:

<u>INCREASE:</u>	
IT Fund – IT – IT Equipment (Acct. No. 713170-652200)	\$401,286.50
IT Fund – Property Tax Levy (Acct. No. 713-411100)	\$401,286.50
Transit Fund – Transit System – FEMA Grant (Acct. No. 651-433310)	\$401,286.50
<u>DECREASE:</u>	
Transit Fund – Transit System – Property Tax Levy (Acct. No. 651-411100)	\$401,286.50

BE IT FURTHER RESOLVED: That the Finance Director is authorized to reallocate the funds from the Riverfront Parking Master Plan in the 2024 Capital Plan for the purchase of hardware and software for cybersecurity upgrades via the following budget amendment:

INCREASE:

IT Fund – IT – IT Equipment (Acct. No. 713170-652200)	\$60,000
IT Fund – Property Tax Levy (Acct. No. 713-411100)	\$60,000

DECREASE:

Capital Fund – Public Works – Improvements Other Than Buildings (Acct. No. 400300-641100)	\$60,000
Capital Fund – Property Tax Levy (Acct. No. 400-411100)	\$60,000

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 130-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

DECEMBER 2, 2024.

A RESOLUTION adopting the revised City of Sheboygan compensation program for non-represented employees.

WHEREAS, the City of Sheboygan Financial Policies Handbook, adopted October 21, 2024, tied the non-represented employee salary cost-of living adjustment to the annual cost-of-living adjustment provided to Social Security recipients; and

WHEREAS, the 2025 budget, adopted by Common Council on November 4, 2024, matched the increase to non-represented wages to the estimated Social Security increase of 2.66%.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby adopts the revised City of Sheboygan compensation program for non-represented employees, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

GRADE	JOB TITLE	DEPARTMENT	DIVISION	Control Point																
				90.00% Min	92.50% Step 2	95.00% Step 3	97.50% Step 4	100.00% C/P	101.25% Step 6	102.50% Step 7	103.75% Step 8	105.00% Step 9	106.25% Step 10	107.50% Step 11	108.75% Step 12	110.00% Step 13	111.25% Step 14	112.50% Step 15	113.75% Step 16	115.00% Max.
24	City Administrator	CITY ADMINISTRATOR		\$152,859.20	\$157,102.40	\$161,345.60	\$165,588.80	\$169,832.00	\$171,953.60	\$174,075.20	\$176,196.80	\$178,318.40	\$180,440.00	\$182,561.60	\$184,683.20	\$186,825.60	\$188,947.20	\$191,068.80	\$193,190.40	\$195,312.00
				\$73.49	\$75.53	\$77.57	\$79.61	\$81.65	\$82.67	\$83.69	\$84.71	\$85.73	\$86.75	\$87.77	\$88.79	\$89.82	\$90.84	\$91.86	\$92.88	\$93.90
23				\$142,147.20	\$146,099.20	\$150,030.40	\$153,982.40	\$157,934.40	\$159,910.40	\$161,886.40	\$163,862.40	\$165,838.40	\$167,814.40	\$169,769.60	\$171,745.60	\$173,721.60	\$175,697.60	\$177,673.60	\$179,649.60	\$181,625.60
				\$68.34	\$70.24	\$72.13	\$74.03	\$75.93	\$76.88	\$77.83	\$78.78	\$79.73	\$80.68	\$81.62	\$82.57	\$83.52	\$84.47	\$85.42	\$86.37	\$87.32
22	Fire Chief	FIRE DEPARTMENT		\$132,163.20	\$135,844.80	\$139,505.60	\$143,187.20	\$146,848.00	\$148,678.40	\$150,529.60	\$152,360.00	\$154,190.40	\$156,020.80	\$157,872.00	\$159,702.40	\$161,532.80	\$163,363.20	\$165,214.40	\$167,044.80	\$168,875.20
	Chief of Police	POLICE DEPARTMENT		\$63.54	\$65.31	\$67.07	\$68.84	\$70.60	\$71.48	\$72.37	\$73.25	\$74.13	\$75.01	\$75.90	\$76.78	\$77.66	\$78.54	\$79.43	\$80.31	\$81.19
21	Director of Public Works	DPW	MSB ADMIN	\$122,907.20	\$126,339.20	\$129,750.40	\$133,161.60	\$136,572.80	\$138,278.40	\$139,984.00	\$141,689.60	\$143,395.20	\$145,100.80	\$146,806.40	\$148,532.80	\$150,238.40	\$151,944.00	\$153,649.60	\$155,355.20	\$157,060.80
	Finance Director/Treasurer	FINANCE		\$59.09	\$60.74	\$62.38	\$64.02	\$65.66	\$66.48	\$67.30	\$68.12	\$68.94	\$69.76	\$70.58	\$71.41	\$72.23	\$73.05	\$73.87	\$74.69	\$75.51
	Director of Human Resources & Labor Relations	HUMAN RESOURCES																		
	Information Technology Director	INFORMATION TECHNOLOGY																		
	Library Director	MEAD LIBRARY																		
	Planning & Development Director	PLANNING AND DEVELOPMENT																		
20	City Engineer	ENGINEERING		\$114,337.60	\$117,520.00	\$120,702.40	\$123,864.00	\$127,046.40	\$128,627.20	\$130,228.80	\$131,809.60	\$133,390.40	\$134,992.00	\$136,572.80	\$138,153.60	\$139,755.20	\$141,336.00	\$142,937.60	\$144,518.40	\$146,099.20
	Assistant Fire Chief	FIRE DEPARTMENT		\$54.97	\$56.50	\$58.03	\$59.55	\$61.08	\$61.84	\$62.61	\$63.37	\$64.13	\$64.90	\$65.66	\$66.42	\$67.19	\$67.95	\$68.72	\$69.48	\$70.24
	Assistant Chief of Police	POLICE DEPARTMENT																		
19	Director of Parking & Transit	TRANSIT		\$106,350.40	\$109,304.00	\$112,257.60	\$115,211.20	\$118,164.80	\$119,641.60	\$121,118.40	\$122,595.20	\$124,072.00	\$125,548.80	\$127,025.60	\$128,502.40	\$129,979.20	\$131,456.00	\$132,932.80	\$134,409.60	\$135,886.40
	Division Chief: Prevention/Inspections	FIRE DEPARTMENT		\$51.13	\$52.55	\$53.97	\$55.39	\$56.81	\$57.52	\$58.23	\$58.94	\$59.65	\$60.36	\$61.07	\$61.78	\$62.49	\$63.20	\$63.91	\$64.62	\$65.33
	Captain of Police	POLICE DEPARTMENT																		
18	Deputy City Attorney	CITY ATTORNEY		\$98,904.00	\$101,649.60	\$104,395.20	\$107,140.80	\$109,886.40	\$111,259.20	\$112,632.00	\$114,004.80	\$115,377.60	\$116,750.40	\$118,123.20	\$119,496.00	\$120,868.80	\$122,241.60	\$123,614.40	\$124,987.20	\$126,360.00
	Facilities Superintendent	DPW	FACILITIES & TRAFFIC	\$47.55	\$48.87	\$50.19	\$51.51	\$52.83	\$53.49	\$54.15	\$54.81	\$55.47	\$56.13	\$56.79	\$57.45	\$58.11	\$58.77	\$59.43	\$60.09	\$60.75
	Parks/Forestry Superintendent	DPW	PARK DEPARTMENT																	
	Streets & Sanitation Superintendent	DPW	STREETS & SANITATION																	
	Battalion Chief	FIRE DEPARTMENT																		
	Wastewater Treatment Plant Superintendent	WASTEWATER																		
17				\$91,915.20	\$94,473.60	\$97,032.00	\$99,569.60	\$102,128.00	\$103,396.80	\$104,686.40	\$105,955.20	\$107,244.80	\$108,513.60	\$109,782.40	\$111,072.00	\$112,340.80	\$113,609.60	\$114,899.20	\$116,168.00	\$117,457.60
				\$44.19	\$45.42	\$46.65	\$47.87	\$49.10	\$49.71	\$50.33	\$50.94	\$51.56	\$52.17	\$52.78	\$53.40	\$54.01	\$54.62	\$55.24	\$55.85	\$56.47
16	Assistant City Attorney	CITY ATTORNEY		\$85,446.40	\$87,817.60	\$90,188.80	\$92,560.00	\$94,931.20	\$96,116.80	\$97,302.40	\$98,488.00	\$99,673.60	\$100,859.20	\$102,044.80	\$103,230.40	\$104,416.00	\$105,601.60	\$106,808.00	\$107,993.60	\$109,179.20
	Civil Engineer & Project Manager	ENGINEERING		\$41.08	\$42.22	\$43.36	\$44.50	\$45.64	\$46.21	\$46.78	\$47.35	\$47.92	\$48.49	\$49.06	\$49.63	\$50.20	\$50.77	\$51.35	\$51.92	\$52.49
	Environmental Engineer	ENGINEERING																		
	Deputy Finance Director	FINANCE																		
	Network Administrator	INFORMATION TECHNOLOGY																		
	Deputy Library Director	MEAD LIBRARY																		
	Support Services Manager	MEAD LIBRARY																		
15	Marina Manager	DPW	MARINA	\$79,456.00	\$81,660.80	\$83,865.60	\$86,070.40	\$88,275.20	\$89,377.60	\$90,480.00	\$91,582.40	\$92,684.80	\$93,787.20	\$94,889.60	\$95,992.00	\$97,094.40	\$98,196.80	\$99,320.00	\$100,422.40	\$101,524.80
	Equipment Services Supervisor	DPW	MOTOR VEHICLE	\$38.20	\$39.26	\$40.32	\$41.38	\$42.44	\$42.97	\$43.50	\$44.03	\$44.56	\$45.09	\$45.62	\$46.15	\$46.68	\$47.21	\$47.75	\$48.28	\$48.81
	Business Manager	DPW	MSB ADMIN																	
	City Forester	DPW	PARK DEPARTMENT																	
	Streets & Sanitation Supervisor	DPW	STREETS & SANITATION																	
	GIS Project Specialist	ENGINEERING																		
	Systems Analyst	INFORMATION TECHNOLOGY																		
	Finance Manager	MEAD LIBRARY																		
	Planning and Development Supervisor	PLANNING AND DEVELOPMENT																		
	Director of Senior Services	SENIOR SERVICES																		
	Pre-Treatment Supervisor	WASTEWATER																		
14	TV Program Director	CABLE TV - WSCS		\$73,860.80	\$75,899.20	\$77,958.40	\$79,996.80	\$82,056.00	\$83,075.20	\$84,115.20	\$85,134.40	\$86,153.60	\$87,193.60	\$88,212.80	\$89,232.00	\$90,272.00	\$91,291.20	\$92,310.40	\$93,329.60	\$94,369.60
	Assistant to the City Administrator	CITY ADMINISTRATOR		\$35.51	\$36.49	\$37.48	\$38.46	\$39.45	\$39.94	\$40.44	\$40.93	\$41.42	\$41.92	\$42.41	\$42.90	\$43.40	\$43.89	\$44.38	\$44.87	\$45.37
	Journeyman Electrician	DPW	FACILITIES & TRAFFIC																	
	City Surveyor	ENGINEERING																		
	Building Inspector	PLANNING AND DEVELOPMENT	BUILDING INSPECTION																	
	Electrical Inspector	PLANNING AND DEVELOPMENT	BUILDING INSPECTION																	
	Plumbing Inspector	PLANNING AND DEVELOPMENT	BUILDING INSPECTION																	
	Community Development Planner	PLANNING AND DEVELOPMENT																		
	Planning & Zoning Administrator	PLANNING AND DEVELOPMENT																		
	Office Manager	POLICE DEPARTMENT																		
	Crime Analyst	POLICE DEPARTMENT																		
	Operations Supervisor	TRANSIT																		
	Wastewater Electrician	WASTEWATER																		
	Wastewater Lead Operator	WASTEWATER																		
13	Financial Reporting Analyst	FINANCE		\$68,619.20	\$70,532.80	\$72,446.40	\$74,339.20	\$76,252.80	\$77,209.60	\$78,166.40	\$79,102.40	\$80,059.20	\$81,016.00	\$81,972.80	\$82,929.60	\$83,886.40	\$84,822.40	\$85,779.20	\$86,736.00	\$87,692.80
	Human Resources Generalist	HUMAN RESOURCES		\$32.99	\$33.91	\$34.83	\$35.74	\$36.66	\$37.12	\$37.58	\$38.03	\$38.49	\$38.95	\$39.41	\$39.87	\$40.33	\$40.78	\$41.24	\$41.70	\$42.16
	IT Specialist	MEAD LIBRARY																		
	Maintenance Working Foreman	WASTEWATER																		

12	Maintenance Technician	DPW	FACILITIES & TRAFFIC	\$63,752.00	\$65,540.80	\$67,308.80	\$69,076.80	\$70,844.80	\$71,739.20	\$72,612.80	\$73,507.20	\$74,380.80	\$75,275.20	\$76,148.80	\$77,043.20	\$77,937.60	\$78,811.20	\$79,705.60	\$80,579.20	\$81,473.60
	Master Mechanic	DPW	MOTOR VEHICLE	\$30.65	\$31.51	\$32.36	\$33.21	\$34.06	\$34.49	\$34.91	\$35.34	\$35.76	\$36.19	\$36.61	\$37.04	\$37.47	\$37.89	\$38.32	\$38.74	\$39.17
	Engineering Technician	ENGINEERING																		
	Grant Accountant/Internal Auditor	FINANCE																		
	Payroll Specialist	FINANCE																		
	Technical Support Analyst	INFORMATION TECHNOLOGY																		
	Librarian	MEAD LIBRARY																		
	Public Safety Specialist	MEAD LIBRARY																		
	Associate Planner	PLANNING AND DEVELOPMENT																		
	Lab Technician	WASTEWATER																		
	Control Systems Integrator	WASTEWATER																		
11	Paralegal	CITY ATTORNEY		\$59,259.20	\$60,923.20	\$62,566.40	\$64,209.60	\$65,852.80	\$66,684.80	\$67,496.00	\$68,328.00	\$69,139.20	\$69,971.20	\$70,782.40	\$71,614.40	\$72,446.40	\$73,257.60	\$74,089.60	\$74,900.80	\$75,732.80
	Foreman - Sign Shop	DPW	FACILITIES & TRAFFIC	\$28.49	\$29.29	\$30.08	\$30.87	\$31.66	\$32.06	\$32.45	\$32.85	\$33.24	\$33.64	\$34.03	\$34.43	\$34.83	\$35.22	\$35.62	\$36.01	\$36.41
	Marina Maintenance Manager	DPW	MARINA																	
	Mechanic	DPW	MOTOR VEHICLE																	
	Foreman - Parks	DPW	PARK DEPARTMENT																	
	Foreman - Streets & Sanitation	DPW	STREETS & SANITATION																	
	Accounts Payable Associate	FINANCE																		
	Accounts Receivable Associate	FINANCE																		
	Administrative Coordinator/Supervisor	FIRE DEPARTMENT																		
	Assistant to the Mayor/Communication Specialist	MAYOR																		
	Communications Specialist	MEAD LIBRARY																		
	Maintenance Supervisor	MEAD LIBRARY																		
	Fleet Mechanic	POLICE DEPARTMENT																		
	Victim Services Coordinator	POLICE DEPARTMENT																		
	Safety & Training Coordinator	TRANSIT																		
	Maintenance Mechanic	WASTEWATER																		
	Wastewater Operator	WASTEWATER																		
10	Deputy City Clerk	CITY CLERK		\$55,120.00	\$56,638.40	\$58,177.60	\$59,696.00	\$61,235.20	\$62,004.80	\$62,774.40	\$63,523.20	\$64,292.80	\$65,062.40	\$65,832.00	\$66,601.60	\$67,350.40	\$68,120.00	\$68,889.60	\$69,659.20	\$70,428.80
	Arborist	DPW	PARK DEPARTMENT	\$26.50	\$27.23	\$27.97	\$28.70	\$29.44	\$29.81	\$30.18	\$30.54	\$30.91	\$31.28	\$31.65	\$32.02	\$32.38	\$32.75	\$33.12	\$33.49	\$33.86
	Equipment Operator	DPW	PARK DEPARTMENT																	
	Heavy Equipment Operator	DPW	PARK DEPARTMENT																	
	Equipment Operator	DPW	STREETS & SANITATION																	
	Heavy Equipment Operator	DPW	STREETS & SANITATION																	
	Associate Librarian	MEAD LIBRARY																		
	Municipal Court Clerk	MUNICIPAL COURT																		
	Building Inspection Specialist	PLANNING AND DEVELOPMENT	BUILDING INSPECTION																	
	Program Compliance Specialist	PLANNING AND DEVELOPMENT																		
	Digital Evidence Manager	POLICE DEPARTMENT																		
	Property Officer	POLICE DEPARTMENT																		
9	Cemetery Worker	DPW	CEMETERY	\$51,251.20	\$52,686.40	\$54,100.80	\$55,536.00	\$56,950.40	\$57,657.60	\$58,364.80	\$59,092.80	\$59,800.00	\$60,507.20	\$61,214.40	\$61,942.40	\$62,649.60	\$63,356.80	\$64,064.00	\$64,771.20	\$65,499.20
	Maintenance Worker	DPW	FACILITIES & TRAFFIC	\$24.64	\$25.33	\$26.01	\$26.70	\$27.38	\$27.72	\$28.06	\$28.41	\$28.75	\$29.09	\$29.43	\$29.78	\$30.12	\$30.46	\$30.80	\$31.14	\$31.49
	Service Mechanic	DPW	MOTOR VEHICLE																	
	Administrative Coordinator	DPW	MSB ADMIN																	
	Maintenance Worker	DPW	PARK DEPARTMENT																	
	Equipment Operator	DPW	STREETS & SANITATION																	
	Maintenance Worker	DPW	STREETS & SANITATION																	
	Maintenance Foreman	PARKING UTILITY																		
	Program Assistant	PLANNING AND DEVELOPMENT																		
	Administrative Specialist	POLICE DEPARTMENT																		
	Engagement Coordinator	SENIOR SERVICES																		
	Program And Wellness Coordinator	SENIOR SERVICES																		
	ADA Transit Coordinator	TRANSIT																		
8	Council and License Clerk	CITY CLERK		\$47,652.80	\$48,984.00	\$50,315.20	\$51,625.60	\$52,956.80	\$53,622.40	\$54,288.00	\$54,932.80	\$55,598.40	\$56,264.00	\$56,929.60	\$57,595.20	\$58,260.80	\$58,905.60	\$59,571.20	\$60,236.80	\$60,902.40
	Elections Clerk	CITY CLERK		\$22.91	\$23.55	\$24.19	\$24.82	\$25.46	\$25.78	\$26.10	\$26.41	\$26.73	\$27.05	\$27.37	\$27.69	\$28.01	\$28.32	\$28.64	\$28.96	\$29.28
	Accounting Clerk	FINANCE																		
	Human Resources Administrative Assistant	HUMAN RESOURCES																		
	Administrative Assistant	MEAD LIBRARY																		
	Building Maintenance Worker	MEAD LIBRARY																		
	Building Inspection Licensing Clerk	PLANNING AND DEVELOPMENT	BUILDING INSPECTION																	
	Permit Clerk	PLANNING AND DEVELOPMENT	BUILDING INSPECTION																	
	Community Service Officer	POLICE DEPARTMENT																		
	Court Services Specialist	POLICE DEPARTMENT																		
	Transit Coordinator	TRANSIT																		
7	TV Production Technician	CABLE TV - WSCS		\$44,304.00	\$45,531.20	\$46,779.20	\$48,006.40	\$49,233.60	\$49,857.60	\$50,460.80	\$51,084.80	\$51,688.00	\$52,312.00	\$52,936.00	\$53,539.20	\$54,163.20	\$54,766.40	\$55,390.40	\$55,993.60	\$56,617.60
	Custodian II	DPW	FACILITIES & TRAFFIC	\$21.30	\$21.89	\$22.49	\$23.08	\$23.67	\$23.97	\$24.26	\$24.56	\$24.85	\$25.15	\$25.45	\$25.74	\$26.04	\$26.33	\$26.63	\$26.92	\$27.22
	Clerk II	DPW	MSB ADMIN																	
	Administrative Assistant PT	FIRE DEPARTMENT																		
	Cataloger	MEAD LIBRARY																		
	Library Assistant	MEAD LIBRARY																		
	Security Monitor	MEAD LIBRARY																		
	Municipal Court Assistant Clerk	MUNICIPAL COURT																		

7 Maintenance Worker Housing Specialist Records Specialist Clerk Café Coordinator	PARKING UTILITY PLANNING AND DEVELOPMENT POLICE DEPARTMENT SENIOR SERVICES	\$44,304.00	\$45,531.20	\$46,779.20	\$48,006.40	\$49,233.60	\$49,857.60	\$50,460.80	\$51,084.80	\$51,688.00	\$52,312.00	\$52,936.00	\$53,539.20	\$54,163.20	\$54,766.40	\$55,390.40	\$55,993.60	\$56,617.60
		\$21.30	\$21.89	\$22.49	\$23.08	\$23.67	\$23.97	\$24.26	\$24.56	\$24.85	\$25.15	\$25.45	\$25.74	\$26.04	\$26.33	\$26.63	\$26.92	\$27.22
6 Custodian I	DPW FACILITIES & TRAFFIC	\$41,163.20	\$42,307.20	\$43,451.20	\$44,595.20	\$45,739.20	\$46,300.80	\$46,883.20	\$47,444.80	\$48,027.20	\$48,588.80	\$49,171.20	\$49,732.80	\$50,315.20	\$50,876.80	\$51,459.20	\$52,020.80	\$52,603.20
		\$19.79	\$20.34	\$20.89	\$21.44	\$21.99	\$22.26	\$22.54	\$22.81	\$23.09	\$23.36	\$23.64	\$23.91	\$24.19	\$24.46	\$24.74	\$25.01	\$25.29
5 Janitorial Cleaner	MEAD LIBRARY	\$38,292.80	\$39,353.60	\$40,414.40	\$41,475.20	\$42,536.00	\$43,076.80	\$43,596.80	\$44,137.60	\$44,657.60	\$45,198.40	\$45,718.40	\$46,259.20	\$46,800.00	\$47,320.00	\$47,860.80	\$48,380.80	\$48,921.60
		\$18.41	\$18.92	\$19.43	\$19.94	\$20.45	\$20.71	\$20.96	\$21.22	\$21.47	\$21.73	\$21.98	\$22.24	\$22.50	\$22.75	\$23.01	\$23.26	\$23.52
4 Clerk	MEAD LIBRARY	\$35,588.80	\$36,566.40	\$37,564.80	\$38,542.40	\$39,540.80	\$40,040.00	\$40,539.20	\$41,017.60	\$41,516.80	\$42,016.00	\$42,515.20	\$42,993.60	\$43,492.80	\$43,992.00	\$44,491.20	\$44,969.60	\$45,468.80
		\$17.11	\$17.58	\$18.06	\$18.53	\$19.01	\$19.25	\$19.49	\$19.72	\$19.96	\$20.20	\$20.44	\$20.67	\$20.91	\$21.15	\$21.39	\$21.62	\$21.86

Seasonal Compensation Rates				
2025				
Position	Department	1st Year	2nd Year	3rd Year
Maintenance Worker - Cemetery (4 pos)	DPW	\$16.00	\$16.25	\$16.50
Maintenance Worker - Parks (13 pos)		\$16.00	\$16.25	\$16.50
Mowers (2-pos - busy streets), bathroom cleaner (1-pos)		\$17.00	\$17.25	\$17.50
Maintenance Worker Forestry (CDL Required) (1)		\$20.00	\$20.25	\$20.50
Maintenance Worker - Facilities (2 pos)	FACILITIES	\$16.00	\$16.25	\$16.50
Dock Hands (5 pos)		\$17.00	\$17.25	\$17.50
Bridgetenders (6 Pos)		\$16.00	\$16.25	\$16.50
Parking Utility Maintenance Worker (1 pos)	TRANSIT	\$15.00	\$15.25	\$15.50
Community Service Officer - In training	POLICE DEPARTMENT	\$16.00	\$16.25	\$16.50
Crossing Guard		\$15.00	\$15.25	\$15.50
Page	LIBRARY	\$15.00	\$15.25	\$15.50
Paid Interns and Limited Term Employees' (LTE's)	All Departments	\$16.00		
<i>*Compensation is dependent on Experience/Education/Necessity/work to be performed</i>				

New hires will receive first-year rates, while returning hires will be placed at the nearest subsequent year's rate, not exceeding the three-year rate.

**CITY OF SHEBOYGAN
RESOLUTION 131-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

DECEMBER 2, 2024.

A RESOLUTION authorizing an amendment to the 2024 budget for the purchase of communication equipment for the Police and Fire Departments.

WHEREAS, communication equipment, including portable radios and modems, for the Police Department and Fire Department have reached the end of their useful life and need to be replaced; and

WHEREAS, the immediate replacement of this equipment allows the Police and Fire Departments to utilize the current accessories; and

WHEREAS, Shoreline Transit is eligible for federal funding through the CARES Act, which will cover operating deficits in 2024; and

WHEREAS, in 2024, the City of Sheboygan budgeted \$470,000 in tax levy to support Shoreline Transit’s operations; and

WHEREAS, a transfer of this tax levy to one-time capital projects will allow the City to maximize the amount of CARES Act grant dollars utilized; and

WHEREAS, the City has uncontracted American Rescue Plan Act (ARPA) funds available to be under contract by December 31, 2024 totaling \$495,533.89; and

WHEREAS, the public safety communication equipment is an allowable expense under the ARPA requirements.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director be authorized to take the steps necessary to transfer \$68,713.50 from the Transit Fund to the Capital Project Fund via the following 2024 budget amendment:

<u>INCREASE:</u>	
Capital Fund – Public Safety – Communications Equipment (Acct. No. 400200-652300)	\$68,713.50
Capital Fund – Property Tax Levy (Acct. No. 400-411100)	\$68,713.50
Transit Fund – Transit System – FEMA Grant (Acct. No. 651-433310)	\$68,713.50
<u>DECREASE:</u>	
Transit Fund – Transit System – Property Tax Levy (Acct. No. 651-411100)	\$68,713.50

BE IT FURTHER RESOLVED: That the Common Council allocates the remaining uncontracted ARPA funds totaling \$495,533.89 for the purchase of Police and Fire Department communication equipment via the following budget amendment:

INCREASE:

Federal Grant Fund – Federal Grants – Federal Grants Other (Acct. No. 202000-433000)	\$151,064.48
Federal Grant Fund – Federal Grants – Communications Equipment (Acct. No. 202000-652300)	\$495,533.89

DECREASE:

Federal Grant Fund – Federal Grants – Improvements other than Buildings (Acct. No. 202000-641100)	\$344,469.41
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PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

11/26/2024

SHEBOYGAN, CITY OF
1315 N 23RD ST STE 101
SHEBOYGAN, WI 53081

RE: Motorola Quote for Police

Dear Matt Greenwood,

Motorola Solutions is pleased to present SHEBOYGAN, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SHEBOYGAN, CITY OF with the best products and services available in the communications industry. Please direct any questions to Jeffrey Frank at frankradio@frankradioservice.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jeffrey Frank

Motorola Solutions Manufacturer's Representative

Billing Address:
 SHEBOYGAN, CITY OF
 1315 N 23RD ST STE 101
 SHEBOYGAN, WI 53081
 US

Quote Date:11/26/2024
 Expiration Date:12/10/2024
 Quote Created By:
 Jeffrey Frank
 franksradio@
 franksradioservice.com

End Customer:
 SHEBOYGAN, CITY OF
 Matt Greenwood
 Matt.Greenwood@sheboyganwi.gov
 920.459.3351

Contract: 24752 - WCA
 AGREEMENT: STATE OF WISCONSIN

Quote includes Motorola 40% Promotion

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 LI				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	72	\$3,595.00	\$2,157.00	\$155,304.00
1a	H869BZ	ENH: MULTIKEY	72	\$363.00	\$217.80	\$15,681.60
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	72	\$6.00	\$3.60	\$259.20
1c	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	72	\$115.50	\$69.30	\$4,989.60
1d	QA02756AA	ENH: LI 9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	72	\$1,727.00	\$1,036.20	\$74,606.40
1e	QA05100AA	EHN: STD 1 YR WARRANTY APPLIES	72	\$0.00	\$0.00	\$0.00
1f	Q629AK	ENH: AES ENCRYPTION AND ADP	72	\$523.00	\$313.80	\$22,593.60
1g	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	72	\$26.00	\$15.60	\$1,123.20
2	NNTN8844B	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	2	\$1,705.20	\$1,244.80	\$2,489.60



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	80	\$186.50	\$136.15	\$10,892.00
4	PMMN4107BBLK	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, BLACK	60	\$594.00	\$433.62	\$26,017.20
5	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	92	\$188.27	\$137.44	\$12,644.48

Grand Total
\$326,600.88(USD)
Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

DRAFT



11/26/2024

SHEBOYGAN, CITY OF
1326 N 25TH ST
SHEBOYGAN FIRE DEPT, CITY OF
SHEBOYGAN, WI 53081

RE: Motorola Quote for APX6000Li Fire

Dear Pat Nicolaus,

Motorola Solutions is pleased to present SHEBOYGAN, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SHEBOYGAN, CITY OF with the best products and services available in the communications industry. Please direct any questions to Jeffrey Frank at frankradio@frankradioservice.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jeffrey Frank

Motorola Solutions Manufacturer's Representative

Billing Address:
 SHEBOYGAN, CITY OF
 1326 N 25TH ST
 SHEBOYGAN FIRE DEPT, CITY
 OF
 SHEBOYGAN, WI 53081
 US

Quote Date:11/26/2024
 Expiration Date:12/29/2024
 Quote Created By:
 Jeffrey Frank
 franksradio@
 franksradioservice.com

End Customer:
 SHEBOYGAN, CITY OF
 Pat Nicolaus

AGREEMENT: STATE OF WISCONSIN

Quote includes Motorola 40% Promotion

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 LI				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	45	\$6,329.50	\$3,797.70	\$170,896.50
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	45			
1b	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	45			
1c	QA02756AA	ENH: LI 9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	45			
1d	QA05100AA	EHN: STD 1 YR WARRANTY APPLIES	45			
1e	H869BZ	ENH: MULTIKEY	45			
1f	Q629AK	ENH: AES ENCRYPTION AND ADP	45			
	APX™ 8000 Series	APX8000				
2	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	6	\$10,059.32	\$6,035.59	\$36,213.54
2a	H869BW	ENH: MULTIKEY	6			
2b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	6			
2c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	6			
2d	Q361AN	ADD: P25 9600 BAUD TRUNKING	6			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2e	QA05509AA	DEL: DELETE UHF BAND	6			
2f	QA05100AA	EHN: STD 1 YR WARRANTY APPLIES	6			
2g	H38BS	ADD: SMARTZONE OPERATION	6			
2h	QA09113AB	ADD: BASELINE RELEASE SW	6			
2i	Q629AH	ENH: AES ENCRYPTION AND ADP	6			
2j	QA01427AG	ALT: APX8000/XE HOUSING GREEN	6			
3	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	7	\$186.50	\$136.15	\$953.05
4	PMMN4107BBLK	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, BLACK	51	\$594.00	\$433.62	\$22,114.62
5	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	6	\$1,705.20	\$1,244.80	\$7,468.80
Grand Total				\$237,646.51(USD)		

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



**CITY OF SHEBOYGAN
RESOLUTION NO. 132-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

DECEMBER 2, 2024.

A RESOLUTION approving up to \$16,500,000 of Public Finance Authority Education Revenue Bonds (Sheboygan Christian School Project), Series 2025 for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended.

WHEREAS, Sheboygan Christian School Association (the “Borrower”), a Wisconsin nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), has requested the Public Finance Authority (the “Authority”), a Wisconsin bond issuing commission created under Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended (the “Act”), to issue revenue bonds in a maximum stated principal amount of \$16,500,000 in one or more series or issuances (the “Bonds”) as part of a plan of finance, in order to, among others things: (a) finance and/or refinance the costs of acquiring, constructing, improving, expanding, furnishing and/or equipping educational facilities located at 929 Greenfield Avenue, Sheboygan, Wisconsin 53081 (the “School Facilities”); (b) fund any required reserves for the Bonds; (c) fund interest on the Bonds; and (d) pay all or a portion of the costs of issuing the Bonds (collectively, the “Project”), as described in the notice of public hearing (the “TEFRA Notice”) attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the Borrower will be the owner and principal user of the School Facilities; and

WHEREAS, the Authority will lend the proceeds of the Bonds to the Borrower to finance the Project; and

WHEREAS, all or a majority of the Bonds are expected to be issued as tax-exempt qualified 501(c)(3) bonds; and

WHEREAS, pursuant to Section 147(f) of the Code and Section 66.0304(11)(a) of the Act, prior to their issuance, bonds issued by the Authority must be approved by the governing body or highest ranking executive or administrator of the political subdivision within whose boundaries a project is located, which with respect to the Project is the City of Sheboygan; and

WHEREAS, the Borrower has requested that this Common Council approve the financing of the Project and the issuance of the Bonds in a maximum stated principal amount not to exceed \$16,500,000 in order to satisfy the public approval requirement of Section 147(f) of the Code, the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the “Joint Exercise Agreement”), and Section 66.0304(11)(a) of the Act; and

WHEREAS, on December 6, 2024, a notice of public hearing was published in the Sheboygan Press, setting forth a general, functional description of the Project and the type and use

of the facilities to be financed, the maximum principal amount of the Bonds, the initial owner, operator or manager of the facilities and the location of the facilities, among other things; and

WHEREAS, the names, address and testimony of the persons who were present and who offered comments on the proposed issuance of the Bonds or who responded in writing to the notice of public hearing are as follows: [None]; and

WHEREAS, the Mayor inquired elsewhere in and around the meeting room to determine whether there were any other persons who wished to speak at the public hearing and the Mayor determined that no other persons who wished to speak at the public hearing were found; and

WHEREAS, the purpose of the above-described public hearing and this resolution is to satisfy the requirements of Section 66.0304(11)(a) of the Act and the public approval requirement of Section 147(f) of the Code, in order to qualify the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code.

NOW, THEREFORE, BE IT RESOLVED: For the sole purpose of qualifying the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code, this Common Council hereby approves the plan of finance that includes the issuance of the Bonds, in one or more series or issuances, in a maximum stated principal amount not to exceed \$16,500,000, by the Authority for the purpose of providing funds to finance the Project, provided that in no event shall the City, the County of Sheboygan, the State of Wisconsin or any political subdivision thereof be liable for such Bonds, nor shall the Bonds constitute a debt of the City, the County of Sheboygan, the State of Wisconsin or any political subdivision thereof. It is the purpose and intent of this Common Council that this resolution constitutes approval of the issuance of the Bonds by the applicable elected representative of the City for the Project, which is the governmental unit having jurisdiction over the area in which the Project is located, in accordance with Section 147(f) of the Code, Section 4 of the Joint Exercise Agreement and Section 66.0304(11)(a) of the Act.

This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL
_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

EXHIBIT A
TEFRA NOTICE

**NOTICE OF PUBLIC HEARING CONCERNING THE
ISSUANCE OF PUBLIC FINANCE AUTHORITY
EDUCATION REVENUE BONDS
(SHEBOYGAN CHRISTIAN SCHOOL PROJECT), SERIES 2025**

NOTICE IS HEREBY GIVEN that on December 16, 2024, the City of Sheboygan (the “City”) will conduct a public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) concerning the approval of the proposed issuance by the Public Finance Authority (the “Authority”) of its Education Revenue Bonds (Sheboygan Christian School Project), Series 2025 (the “Bonds”), to facilitate the financing of the Project (defined below), in an aggregate maximum stated principal amount not to exceed \$16,500,000. The Bonds may be issued in one or more series or issuances as part of a plan of finance. The hearing will commence at 6:00 p.m. Central Time, or as soon thereafter as the matter can be heard, and will be held at the Common Council Chambers at 828 Center Avenue, 3rd Floor, Sheboygan, Wisconsin 53081.

The Bonds are expected to be issued pursuant to Section 145 of the Code and Section 66.0304 of the Wisconsin Statutes, as amended, by the Authority and the proceeds from the sale of the Bonds will be loaned to Sheboygan Christian School Association, a Wisconsin nonprofit corporation (the “Borrower”), to, among other things: (a) finance and/or refinance the costs of acquiring, constructing, improving, expanding, furnishing and/or equipping educational facilities located at 929 Greenfield Avenue, Sheboygan, Wisconsin 53081 (the “School Facilities”); (b) fund any required reserves for the Bonds; (c) fund interest on the Bonds; and (d) pay all or a portion of the costs of issuing the Bonds (collectively, the “Project”).

The Borrower is an organization described in Section 501(c)(3) of the Code. The Borrower will be the owner and principal user of the School Facilities.

All or a majority of the Bonds are expected to be issued as tax-exempt qualified 501(c)(3) bonds and will be the special, limited obligations of the Authority payable solely from funds paid by the Borrower to the Authority and shall be secured by collateral furnished or caused to be furnished by the Borrower. The Bonds will not constitute an indebtedness or general obligation of the City of Sheboygan, Wisconsin; Sheboygan County, Wisconsin; the State of Wisconsin, or any county, municipal corporation or political subdivision thereof. The Bonds will not constitute a debt or liability of any member of the Authority, the City of Sheboygan, Wisconsin, the State of Wisconsin or any political subdivision or agency thereof. The Bonds will not be paid from taxes.

The public hearing is being held for the purpose of providing a reasonable opportunity for interested individuals to express their views, both orally and in writing, on the Project and the financing of the Project with the proceeds of Bonds. Oral comments will be limited to 10 minutes per speaker. A person wishing to speak at the hearing will be asked to provide his or her name, address and the person(s) or entity(ies) he or she represents, if any, prior to speaking. Written comments will be accepted by the Common Council of the City of Sheboygan, at 828 Center Avenue, Sheboygan, Wisconsin 53081, but such comments must be received by the close of the hearing. Any persons needing special accommodation under the Americans with Disabilities Act should call (888) 508-7188 not later than 24 hours prior to the time and date of the hearing.

Dated: December 6, 2024

**CITY OF SHEBOYGAN
R. O. 92-24-25
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

BY FINANCE DIRECTOR KAITLYN KRUEGER.

DECEMBER 9, 2024.

Submitting the 2025 Business Improvement District (BID) Statement of Purpose, dated December 4, 2024, the BID's 2025 Operating Budget, and 2024 Special Assessment Listing.



2025 Statement of Purpose & Budget

Presented to the Executive Committee
December 2, 2024

Approved by the Board of Directors
December 3, 2024

Submitted to the City of Sheboygan
December 4, 2024



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BID STATEMENT OF PURPOSE

Wisconsin State Statute 66.1109 creates a financial tool that allows a municipality to levy a special assessment on property owners within a defined Business Improvement District (BID) upon petition of those property owners. The property owners in the BID district then use the assessment resources to maintain and enhance their business environment.

Property owners join with a municipality to create a BID in order to establish a strong organizational structure where individual concerns, as well as group goals can be addressed. Property owners maintain a direct role within the district, coordinating the use of funds from the pooled assessment, and implementing plans for the development, operation, maintenance and promotion of the BID area.

The Harbor Centre concept formed in 1990 was developed to utilize the historic strengths of the City - the lakefront, riverfront, and downtown. The concept recognizes the need for a coordinated development and marketing approach for the central part of Sheboygan. The concept coordinates and integrates public and private development, traffic and pedestrian circulation, parking, signage, lighting, and landscaping.

The Harbor Centre concept recognizes the individual identity of the downtown, riverfront, and lakefront and builds on the assets of each area. The BID is an important tool that will assist in the implementation of the Harbor Centre Master Plan, Sheboygan's Downtown Districts Plan, and any subsequent plans that impact or include the BID. Further, the BID will foster a positive image for the businesses within Harbor Centre and for the businesses within Harbor Centre and for the community as a whole. A prosperous central area (Harbor Centre) is as important as good schools, good parks, and good roads.

The BID funds will be used to support community and member-driven events and activities taking place in the district, provide streetscape beautification and enhancement, and support investments in the infrastructure and functionality of the district.



BID BENEFICIARIES

The BID program is designed so that it benefits all business interests within the district.

RETAILERS: Money generated through the BID assessment is used to support programs that enhance the business climate in the Harbor Centre.

A comprehensive support program reinforces the existing promotional programs and supports members in creating new programs. Retailers benefit from promotions, traffic and a feeling of vitality created in the central area.

Retail establishments located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active district reflects positively on the businesses and improves each customer's experience.

SERVICES PROVIDERS: Service providers benefit from the proposed promotional activities as some of these events enhance the service industry as well.

Service providers located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active district reflects positively on the businesses and improves each customer's experience.

INDUSTRIAL FIRMS: Industrial firms located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active business reflects positively on a corporate image.

In addition, BID promotional events will provide a source of recreation and entertainment for employees before and after work and during lunch breaks.

PROPERTY OWNERS: Property owners benefit from the BID. Promotional and design programs increase the vitality in the area which, in turn, results in increased property values. Programs that bring increased interest and traffic to the area that are created and supported by the BID impact owners of vacant properties by increasing desirability of the district and exposing the public to available properties.



BID BOARD OF DIRECTORS

The Board of Directors will manage the Business Improvement District. The Board will meet on a regular basis and will establish an executive committee to oversee the day-to-day activities of the BID. The Board will implement the operating plan and prepare annual reports on the district. The Board will also conduct an annual review and make necessary changes.

The Board shall consist of 12 members in size for two year staggered terms and are composed of five business agents, representing owners of commercial businesses in the district; six property owners, one at large member and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

Board members should be representative of different areas within the district, including representation from a mix of business types. In addition, the Board may choose to have non-voting members representing co-beneficial partner organizations such as the Visit Sheboygan and Sheboygan County Economic Development Corporation.



BID GOALS AND OBJECTIVES

1. **MARKETING.** The BID will **continue** marketing efforts through social media, promotional assistance for key events, and the creation of promotional assets (i.e. destination itineraries, maps, photography). These elements will assist with marketing the BID to Sheboygan residents and visitors throughout the year.
2. **EVENTS.** The BID will **support** key, collaborative, seasonal events to assist with coordination. Coordination includes working with BID business and other resources such as the City of Sheboygan Department of Public Works to plan for and execute events. Opportunities to connect with or expand existing events will be explored to leverage foot traffic and impact throughout the BID.
3. **COMMUNICATION.** The BID will continue creating transparent operations and communication with BID members to expand awareness, increase member engagement, and improve two-way communication between BID members and the Board of Directors and its committees.
4. **PARTNERSHIPS.** The BID aims to create synergy and efficiency through the enhancement of mutually beneficial connections with key local organizations, such as Visit Sheboygan, the City of Sheboygan, the Sheboygan County Chamber of Commerce, Sheboygan County Economic Development Corporation and others. These partnerships will help maximize resources, support the efficiency and effectiveness of these organizations, and will connect BID members to external opportunities to learn and grow.
5. **PLACEMAKING.** The BID will work to create a beautiful and enticing business district through supporting infrastructure and beautification efforts, and continuing to develop plans to improve the physical appearance and connectivity of the BID. Placemaking efforts will increase vibrancy by creating a welcoming atmosphere that connects locals and visitors to the BID.
6. **ADVOCACY.** The BID will connect with members to identify opportunities for processes or policies (e.g. outdoor seating). **The BID will advocate for its members with partners such as the City of Sheboygan to advance or implement these processes or policies. Accountability will be part of committee and Board meetings to ensure progress.**



BID SPECIAL ASSESSMENT AND EXEMPTIONS

The activities proposed in this operating plan will be funded through annual special assessments. Assessments to meet the BID budget will be levied against each property within the district based on its most recent assessed value. Those properties which are used for commercial purposes and those used exclusively for manufacturing will be eligible for assessment.

The proposed BID assessment is \$2.78 per \$1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property. In addition, the following minimums and maximums will apply

- a.) BID fee would be a minimum of \$250.00
- b.) BID fee would be a maximum of \$8,000.00

Real property used exclusively for residential purposes will not be assessed as required by Wisconsin Statute 66.1109. Properties which are exempt for paying property taxes such as public utilities, non-profit organizations, religious institutions, and governmental bodies are also exempt from the special assessment.



BID OPERATING BUDGET

	Projected 2025
Income	
4000 Special Assessment - Reserve	190,000.00
Total Income	190,000.00
Gross Profit	190,000.00
Expenses	
5000 Operations	
5501 Office Supplies and Software	3,675.29
5516 Audit and Accounting	1,224.75
5517 Bank Fees	79.49
5521 Insurance	632.50
Subcontractors	
BID Manager	65,000.00
Management Fee	28,500.00
5570 Subcontractors	93,500.00
5580 Rent	
5650 Engagement	4,475.91
5651 Print Ads	2,822.10
5654 Website	2,220.83
5655 Printing	0.00
5700 Development	153.50
Total 5000 Operations	108,784.36
6000 Miscellaneous	



7000 Event and Marketing	
701 Marketing and Promotion	20,000.00
7400 Event Support	14,930.50
7500 Photography	
7700 Event Grants	5,000.00
Total 7000 Event and Marketing	39,930.50
8000 Major District Investments	
8400 Placemaking and Beautification Grants	0.00
8534 Winter Decorations	13,000.00
8700 Major District Projects	10,000.00
8810 Summer Decorations	17,000.00
Total 8000 Major District Investments	40,000.00
Total Expenses	188,714.86
Net Operating Income	1,285.14
Net Income	1,285.14

City of Sheboygan

BID Assessment District Properties

Tax Key Number	Property Address	Property Owner	Mailing Address	City, State	Zip Code	2024 Value	Tax Class	2024 Assesment Rate	2024 Assessment
59281106040	721 Ontario Ave	Friendship House Inc	721 Ontario Ave	Sheboygan, WI	53081-4015	\$0	Exempt other	2.78	-
59281106050	931 N 8th St	Chamberlain World Trade, LLC	1099 Creeks Cross Ct	Kohler, WI	53044-1347	\$1,111,800	Commercial	2.78	3,090.80
59281106070	925 N 8th St	Richard W Rupp Inc	925 N 8th St	Sheboygan, WI	53081-4004	\$451,500	Commercial	2.78	1,255.17
59281106080	919 N 8th St	The Rudnick Group, LLC	919 N 8th St	Sheboygan, WI	53081-4004	\$334,300	Commercial	2.78	929.35
59281106100	909 N 8th St	Niagara LLC	909 N 8th St Ste 110	Sheboygan, WI	53081-4056	\$2,191,100	Commercial	2.78	6,091.26
59281106110	722 Niagara Ave	Redevelopment Authority of Sheboygan	828 Center Ave Ste 104	Sheboygan, WI	53081-4466	\$0	Exempt local	2.78	-
59281106115	708 Niagara Ave	Sheboygan Gsrs LLC	708 Niagara Ave	Sheboygan, WI	53081-4027	\$3,669,200	Commercial	2.78	8,000.00
59281106160	930 N 8th St	City of Sheboygan	828 Center Ave Ste 210	Sheboygan, WI	53081-4442	\$1,144,100	Commercial	2.78	3,180.60
59281106170	Ontario Ave	Sheboygan Area School District	830 Virginia Ave	Sheboygan, WI	53081	\$0	Exempt local	2.78	-
59281106190	Ontario Ave	City of Sheboygan	828 Center Ave Ste 210	Sheboygan, WI	53081-4442	\$61,300	Commercial	2.78	250.00
59281106200	909 N 9th St	Sheboygan Area School District	830 Virginia Ave	Sheboygan, WI	53081	\$0	Exempt local	2.78	-
59281106210	822 Niagara Ave	Darrow Properties, LLC	822 Niagara Ave	Sheboygan, WI	53081	\$372,200	Commercial	2.78	1,034.72
59281106220	816 Niagara Ave	Parking Utility City of Sheboygan	608 S Commerce St	Sheboygan, WI	53081-4356	\$0	Exempt local	2.78	-
59281106230	902 N 8th St	Above & Beyond Corp	902 N 8th St	Sheboygan, WI	53081-4005	\$0	Exempt other	2.78	-
59281106380	904 N 9th St	Trinity Evangelical Lutheran Church	824 Wisconsin Ave	Sheboygan, WI	53081-4030	\$0	Exempt other	2.78	-
59281107120	826 N 8th St	Sheboygan Community Theatre Foundatior	826 N 8th St	Sheboygan, WI	53081-4021	\$0	Exempt other	2.78	-
59281107150	832 N 8th St	Weill Center Foundation Inc	826 N 8th St	Sheboygan, WI	53081-4021	\$172,100	Commercial	2.78	478.44
59281107190	824 Wisconsin Ave	Trinity Ev Luth Cong	824 Wisconsin Ave	Sheboygan, WI	53081-4030	\$0	Exempt other	2.78	-
59281107200	804 N 8th St	Fifth Generation Properties, LLC	PO Box 444	Sheboygan, WI	53082-0444	\$460,300	Commercial	2.78	1,279.63
59281107210	816 N 8th St	Sheboygan Community Theatre Foundatior	826 N 8th St	Sheboygan, WI	53081-4021	\$0	Exempt other	2.78	-
59281107230	N 8th St	Niagara LLC	909 N 8th St Ste 110	Sheboygan, WI	53081-4056	\$70,500	Commercial	2.78	250.00
59281107270	809 N 8th St	Thomas J. Kohlbeck	1300 N State Pkwy Apt 101	Chicago, IL	60610-8654	\$619,000	Commercial	2.78	1,720.82
59281107260	821 N 8th St	Black Pig Elkhart Lake LLC	821 N 8th St	Sheboygan, WI	53081-4020	\$1,028,700	Commercial	2.78	2,859.79
59281107280	801 N 8th St	Homepride LLC	108 N Kohler St	Whitelaw, WI	54247-9429	\$302,300	Commercial	2.78	840.39
59281107330	709 N 8th St	Samuel A. Walker	2735 N 31st Pl	Sheboygan, WI	53083	\$445,500	Commercial	2.78	1,238.49
59281107340	701 N 8th St	Park Place Holdings, LLC	1674 Eisenhower Rd	Depere, WI	54115-8145	\$594,600	Commercial	2.78	1,652.99
59281107370		City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281107420	825 Wisconsin Ave	Parking Utility City of Sheboygan	608 S Commerce St	Sheboygan, WI	53081-4356	\$0	Exempt local	2.78	-
59281107430	703 N 9th St	Ashling Properties, LLC	PO Box 555	Thiensville, WI	53092	\$154,100	Commercial	2.78	428.40
59281107440	710 N 8th St	City of Sheboygan Mead Public Library	828 Center Ave	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281107531	730 N 9th St	Marine Credit Union	811 Monitor St Ste 100	La Crosse, WI	54603-3101	\$203,700	Commercial	2.78	566.29
59281107920	8th St	Eighth Street Investments LLC	5210 Vanguard Dr	Sheboygan, WI	53083-6056	\$53,100	Commercial	2.78	250.00
59281107960	813 New York Ave	Eighth Street Investments LLC	5210 Vanguard Dr	Sheboygan, WI	53083-6056	\$86,200	Commercial	2.78	250.00
59281107970	815 New York Ave	815 New York Ave Sheboygan, LLC	W4384 Lake Dr	Waldo, WI	53093-1536	\$266,800	Commercial	2.78	741.70
59281108000	New York Ave	City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281108010	827 New York Ave	City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281108020	833 New York Ave	City of Sheboygan Fire Station -- No 1	828 Center Ave	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281107980	817 New York Ave	Andrew J. Hahn	10707 State Rd 42	Newton, WI	53063-9510	\$325,100	Commercial	2.78	903.78
59281107990	819 New York Ave	Ashley Moore/Colt Joosse	3204 S 9th St	Sheboygan, WI	53081-6913	\$153,100	Commercial	2.78	425.62
59281108060	715 New York Ave	Redevelopment Authority of Sheboygan	828 Center Ave Ste 104	Sheboygan, WI	53081-4466	\$0	Exempt local	2.78	-

59281108100	723 New York Ave	Kramer Holdings LLC	3801 N 12th St	Sheboygan, WI	53083-3012	\$272,500	Commercial	2.78	Item 16.
59281108105	618 N 7th St	Testwuide, Konrad C & Mary S Testwuide	1236 Riverview Dr	Sheboygan, WI	53083-3001	\$394,900	Commercial	2.78	1,097.82
59281108110	631 N 8th St	Cck Properties II LLC	15380 Kata Dr	Elm Grove, WI	53122-1027	\$475,200	Commercial	2.78	1,321.06
59281108120	627 N 8th St	Past Present Future LLC %Pitsch, John R	4140 N 31st St	Sheboygan, WI	53083-2019	\$170,600	Commercial	2.78	474.27
59281108130	625 N 8th St	Casper Enterprises LLC	625 N 8th St	Sheboygan, WI	53081-4502	\$253,500	Commercial	2.78	704.73
59281108140	623 N 8th St	Luce Egg Inc	623 N 8th St	Sheboygan, WI	53081-4502	\$137,300	Commercial	2.78	381.69
59281108150	621 N 8th St	Duck Family Assets, LLC	1919 N 6th St	Sheboygan, WI	53081-2709	\$131,400	Commercial	2.78	365.29
59281108160	617 N 8th St	Sunny Shore Properties LLC	2718 Northview Rd Unit 21	Waukesha, WI	53188-2034	\$443,800	Commercial	2.78	1,233.76
59281108170	605 N 8th St	8 Center Holdings, LLC	172 N Broadway 2nd	Milwaukee, WI	53202-6015	\$1,440,000	Commercial	2.78	4,003.20
59281108180	N 8th St	8 Center Holdings, LLC	172 N Broadway 2nd	Milwaukee, WI	53202-6015	\$123,100	Commercial	2.78	342.22
59281108210	Center Ave	8 Center Holdings, LLC	172 N Broadway 2nd	Milwaukee, WI	53202-6015	\$46,800	Commercial	2.78	250.00
59281108230	723 Center Ave	Rahil LLP	723 Center Ave	Sheboygan, WI	53081-4691	\$1,372,900	Commercial	2.78	3,816.66
59281108250	N 8th St	David M. Haneman	836 Dillingham Ave	Sheboygan, WI	53081-6030	\$16,800	Commercial	2.78	250.00
59281108260	513 N 8th St	James T. Passmore	1422 N 10th St	Sheboygan, WI	53081-3332	\$155,700	Commercial	2.78	432.85
59281108270	511 N 8th St	Jacqueline L. Carney	511 N 8th St	Sheboygan, WI	53081-4401	\$219,600	Commercial	2.78	610.49
59281108280	509 N 8th St	Mavericks Barbershop LLC	N4489 State Rd 32	Sheboygan Falls, WI	53085-2710	\$135,600	Commercial	2.78	376.97
59281108380	520 N 8th St	Holdings By Tj LLC	918 Mead Ave	Sheboygan, WI	53081-6362	\$282,000	Commercial	2.78	783.96
59281108390	522 N 8th St	Sheb Retail, LLC	2808 Kohler Memorial Dr Ste 1	Sheboygan, WI	53081-3166	\$128,300	Commercial	2.78	356.67
59281108400	526 N 8th St	Sheb Retail, LLC	2808 Kohler Memorial Dr Ste 1	Sheboygan, WI	53081-3166	\$290,800	Commercial	2.78	808.42
59281108410	532 N 8th St	Tech Hub, LLC	3122 N 7th St	Sheboygan, WI	53083-4241	\$497,800	Commercial	2.78	1,383.88
59281108470	818 Pennsylvania Ave	Heartland Affordable Housing - Sheboygan	2418 Crossroads Dr Ste 2400	Madison, WI	53718-2424	\$348,200	Commercial	2.78	968.00
59281108500	816 Pennsylvania Ave	Elisa M. Kistner	N5597 Kathryn Dr	Plymouth, WI	53073-3735	\$146,700	Commercial	2.78	407.83
59281108510	814 Pennsylvania Ave	Kevin R. Swanson	215 Superior Ave	Sheboygan, WI	53081-2957	\$79,400	Commercial	2.78	250.00
59281108530	502 N 8th St	502 North 8th LLC	502 N 8th St	Sheboygan, WI	53081-4402	\$470,800	Commercial	2.78	1,308.82
59281108550	506 N 8th St	Thomas R. Nicla	1231 Carmen Ave	Sheboygan, WI	53081-7614	\$81,900	Commercial	2.78	250.00
59281108560	508 N 8th St	Slys Real Estate LLC	1652 Riverdale Ave	Sheboygan, WI	53081-8046	\$203,200	Commercial	2.78	564.90
59281108570	510 N 8th St	Mjm Miller Holdings LLC	1905 N 2nd St	Sheboygan, WI	53081-2917	\$147,400	Commercial	2.78	409.77
59281108580	512 N 8th St	Taylor Properties, LLC	618 Roosevelt Rd	Kohler, WI	53044-1618	\$163,200	Commercial	2.78	453.70
59281108590	514 N 8th St	Taylor Properties, LLC	618 Roosevelt Rd	Kohler, WI	53044-1618	\$106,700	Commercial	2.78	296.63
59281108600	516 N 8th St	James M. Petr	8900 N Upper River Ct	River Hills, WI	53217-1050	\$233,100	Commercial	2.78	648.02
59281108630	908 Pennsylvania Ave	Mueller Real Estate North LLC	4928 Moenning Rd	Sheboygan, WI	53081-8502	\$180,200	Commercial	2.78	500.96
59281108780	927 Pennsylvania Ave	Sierra General Properties LLC	1234 New York Ave	Sheboygan, WI	53081-3903	\$158,800	Commercial	2.78	441.46
59281108790	931 Pennsylvania Ave	Redevelopment Authority of Sheboygan	828 Center Ave Ste 104	Sheboygan, WI	53081-4466	\$0	Exempt local	2.78	-
59281108890	502 S 8th St	Lakeview Beverages Inc	N637 6 Mile Rd	Cedar Grove, WI	53013-1402	\$1,213,500	Commercial	2.78	3,373.53
59281109140	733 Pennsylvania Ave	Larmy Holdings LLC	733 Pennsylvania Ave	Sheboygan, WI	53081-4644	\$225,800	Commercial	2.78	627.72
59281108940	815 Pennsylvania Ave	City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281108950	827 Pennsylvania Ave	R & G Holdings LLC	820 Pheasant Run Ct W	Port Orange, FL	32127-1141	\$187,300	Commercial	2.78	520.69
59281108960	833 Pennsylvania Ave	Jcb Management Group, LLC	PO Box 389	Menasha, WI	54952-0389	\$633,900	Commercial	2.78	1,762.24
59281109030		City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281109070	532 S 8th St	Sheb Retail, LLC	2808 Kohler Memorial Dr Ste 1	Sheboygan, WI	53081-3166	\$392,100	Commercial	2.78	1,090.04
59281109080	522 S 8th St	Pesto LLC WI Ltd Liability Co	522 S 8th St	Sheboygan, WI	53081-4404	\$519,000	Commercial	2.78	1,442.82
59281109120	Pennsylvania Ave	7 Penn Holdings, LLC	172 N Broadway 2nd	Milwaukee, WI	53202-6015	\$114,500	Commercial	2.78	318.31
59281109150	505 S 8th St	JC Freedom Investments, LLC	4015 S Avon Dr	New Berlin, WI	53151	\$169,600	Commercial	2.78	471.49
59281109180	511 S 8th St	Pesto LLC	522 S 8th St	Sheboygan, WI	53081-4404	\$538,700	Commercial	2.78	1,497.59

59281109200	531 S 8th St	Heartland Affordable Housing - Sheboygan	2418 Crossroads Dr Ste 2400	Madison, WI	53718-2423	\$956,300	Commercial	2.78	2, <i>Item 16.</i>
59281109220	615 Pennsylvania Ave	Prairie on the Lake LLC	35 E Wacker Dr Ste 3200	Chicago, IL	60601-2102	\$2,655,500	Commercial	2.78	7,382.29
59281109235	Riverfront Dr	Prairie on the Lake LLC	35 E Wacker Dr Ste 3200	Chicago, IL	60601-2102	\$391,700	Commercial	2.78	1,088.93
59281109510	539 Riverfront Dr	539 Riverfront, LLC	909 N 8th St Ste 110	Sheboygan, WI	53081-4056	\$509,300	Commercial	2.78	1,415.85
59281109513	635 Riverfront Dr	Holbrook, William H Holbrook Trust	7722 Wheeler Island Rd	Three Lakes, WI	54562-9260	\$314,600	Commercial	2.78	874.59
59281109515	641 Riverfront Dr Unit A	Holbrook, William H Holbrook Trust	7722 Wheeler Island Rd	Three Lakes, WI	54562-9260	\$172,800	Commercial	2.78	480.38
59281109514	631 Riverfront Dr	Eileen Simenz/Salon Sase LLC	1117 Partridge run	Sheboygan Fls, WI	53085-1846	\$307,400	Commercial	2.78	854.57
59281109516	641 Riverfront Dr Unit B	Holbrook, William H Holbrook Trust	7722 Wheeler Island Rd	Three Lakes, WI	54562-9260	\$166,300	Commercial	2.78	462.31
59281109517	641 Riverfront Dr Unit C	The Brass Bell LLC	641 Riverfront Dr	Sheboygan, WI	53081-4634	\$247,100	Commercial	2.78	686.94
59281109580	621 S 8th St	Sheboygan County Chamber of Commerce	621 S 8th St	Sheboygan, WI	53081-4405	\$407,400	Commercial	2.78	1,132.57
59281109590	615 S 8th St	South Pier Family Investments, Inc	2808 Kohler Memorial Dr Ste 1	Sheboygan, WI	53081	\$2,157,900	Commercial	2.78	5,998.96
59281109640	620 S 8th St	Heartland Affordable Housing-Sheboygan	2418 Crossroads Dr Ste 2400	Madison, WI	53718-2424	\$2,035,600	Commercial	2.78	5,658.97
59281109840	701 S 8th St	Studio Lane LLC	1712 N 4th St	Sheboygan, WI	53081-2822	\$243,800	Commercial	2.78	677.76
59281109860	729 S 8th St	Martin Automotive Inc	729 S 8th St	Sheboygan, WI	53081-4484	\$808,700	Commercial	2.78	2,248.19
59281109920	705 Riverfront Dr	City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$2,104,300	Commercial	2.78	5,849.95
59281109925	733 Riverfront Dr	Riverfront Bait & Tackle Inc	733 Riverfront Dr	Sheboygan, WI	53081-4630	\$144,400	Commercial	2.78	401.43
59281109960	809 S 8th St	KBP Properties LLC	1526 Indiana Ave	Sheboygan, WI	53081-4853	\$115,800	Commercial	2.78	321.92
59281109970	813 S 8th St	Eighth Street Properties, LLC	PO Box 871	Sheboygan, WI	53082-0871	\$143,500	Commercial	2.78	398.93
59281109980	823 S 8th St	Rrg East LLC	N6715 Cardinal Dr	Sheboygan, WI	53083-2332	\$393,400	Commercial	2.78	1,093.65
59281109990	828 Riverfront Dr	Schwarz Fish Company	3028 S 9th St	Sheboygan, WI	53081-6997	\$82,800	Commercial	2.78	250.00
59281110105	905 S 8th St	City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$726,600	Commercial	2.78	2,019.95
59281110440	636 Wisconsin Ave	City of Sheboygan	828 Center Ave Ste 105	Sheboygan, WI	53081-4442	\$3,567,400	Commercial	2.78	8,000.00
59281110510	N 6th St	Creation & Preservation Partners Inc	608 New York Ave	Sheboygan, WI	53081-4507	\$0	Exempt other	2.78	-
59281110520	630 N 6th St	A T & T Corp % at&T Property Tax Dept	PO Box 1329	Morristown, NJ	07962-1329	\$0	Exempt state	2.78	-
59281110530		Creation & Preservation Partners Inc	608 New York Ave	Sheboygan, WI	53081-4507	\$0	Exempt other	2.78	-
59281110540		Creation & Preservation Partners Inc	608 New York Ave	Sheboygan, WI	53081-4507	\$0	Exempt other	2.78	-
59281110550	1405 N 6th St	Creation & Preservation Partners Inc	608 New York Ave	Sheboygan, WI	53081-4507	\$0	Exempt other	2.78	-
59281110560	631 New York Ave	Ameritech %Abraham, Lee Rm36-M-01	1 Bell Ctr	Saint Louis, MO	63101-3004	\$0	Exempt other	2.78	-
59281110570		Sheboygan Press, LLC	901 S 70th St	Milwaukee, WI	53214-3100	\$42,000	Commercial	2.78	250.00
59281110580	632 Center Ave	Sheboygan Press, LLC	901 S 70th St	Milwaukee, WI	53214-3100	\$4,455,900	Commercial	2.78	8,000.00
59281110600	602 N 6th St	Aljoco	602 N 6th St	Sheboygan, WI	53081-4613	\$404,300	Commercial	2.78	1,123.95
59281110610	608 N 6th St	HKK Properties,, LLC	PO Box 485	Random Lake, WI	53075	\$274,200	Commercial	2.78	762.28
59281110620	614 N 6th St	Barbara J. Kirchner	4022 Kruschke Ave	Sheboygan, WI	53081-3067	\$199,900	Commercial	2.78	555.72
59281110640	605 Center Ave	Positive Impact Properties, LLC	2533 W Saint Johns Way	Oak Creek, WI	53154-6221	\$242,500	Commercial	2.78	674.15
59281110650	Center Ave	Aljoco	602 N 6th St	Sheboygan, WI	53081-4613	\$17,700	Commercial	2.78	250.00
59281110660	Center Ave	Aljoco	602 N 6th St	Sheboygan, WI	53081-4613	\$14,500	Commercial	2.78	250.00
59281110670	Center Ave	Sheboygan Press, LLC	901 S 70th St	Milwaukee, WI	53214-3100	\$63,000	Commercial	2.78	250.00
59281110690	611 Center Ave	First Wis Natl Bank	PO Box 460169	Houston, TX	77056-8169	\$281,400	Commercial	2.78	782.29
59281111070	505 Pennsylvania Ave	City of Sheboygan Rotary Riverview Park	828 Center Ave	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281112955	712 Riverfront Dr Unit B	William A. Gottsacker	712 Riverfront Dr	Sheboygan, WI	53081-4665	\$466,300	Commercial	2.78	1,296.31
59281321310	725 Blue Harbor Dr	Sheboygan Acquisitions LLC New Frontiers	725 Blue Harbor Dr	Sheboygan, WI	53081-4982	\$15,875,400	Commercial	2.78	8,000.00
59281322022	802 Blue Harbor Dr	Sheboygan Acquisitions, LLC	1111 Willis Ave	Wheeling, IL	60090-5816	\$1,500,600	Commercial	2.78	4,171.67
59281322025	410 S Pier Dr	Redevelopment Authority of Sheboygan	828 Center Ave Ste 104	Sheboygan, WI	53081-4466	\$0	Exempt local	2.78	-
59281322026	528 S Pier Dr	Mackximus LLC	1433 N Water St Ste 400	Milwaukee, WI	53202-2603	\$200,800	Commercial	2.78	558.22

59281322020	682 S Pier Dr	Dayeseye LLC	3950 N 28th St	Sheboygan, WI	53083-2072	\$400,800	Commercial	2.78	1,783.13
59281322021	534 S Pier Dr	Mackximus LLC	1433 N Water St Ste 400	Milwaukee, WI	53202-2603	\$281,700	Commercial	2.78	493.45
59281323510	510 S Pier Dr	South Pier Hospitality Group, LLC	518 S Pier Dr	Sheboygan, WI	53081-4991	\$177,500	Commercial	2.78	502.35
59281323515	524 S Pier Dr	Spartacus Properties LLC	470 Woodlake Rd	Kohler, WI	53044-1314	\$180,700	Commercial	2.78	448.14
59281323516	522 S Pier Dr	Erika M. Dominguez	W1784 Highview Ct	Sheboygan, WI	53083-1622	\$161,200	Commercial	2.78	532.09
59281323517	518 S Pier Dr	South Pier Hospitality Group, LLC	518 S Pier Dr	Sheboygan, WI	53081-4991	\$191,400	Commercial	2.78	411.72
59281323640	640 S Pier Dr	Heitzmann Enterprises LLC	640 S Pier Dr	Sheboygan, WI	53081-4986	\$148,100	Commercial	2.78	250.00
59281323642	642 S Pier Dr	CMEInvest, LLC	2420 Elm Ave	Sheboygan, WI	53081-5528	\$81,100	Commercial	2.78	250.00
59281323646	646 S Pier Dr	CMEInvest, LLC	2420 Elm Ave	Sheboygan, WI	53081-5528	\$73,500	Commercial	2.78	271.33
59281323659	652 S Pier Dr	CMEInvest, LLC	2420 Elm Ave	Sheboygan, WI	53081-5528	\$97,600	Commercial	2.78	3,585.37
59281505750	820 Indiana Ave	HH2 Properties LLC	7722 W Hawthorne Rd	Mequon, WI	53097-2006	\$1,289,700	Commercial	2.78	1,257.39
59281322028	322 S Pier Dr	Harbor Pointe Miniature Golf LLC	N7370 County Rd M	Plymouth, WI	53073-4800	\$452,300	Commercial	2.78	1,338.85
59281322029	422 S Pier Dr	JNF Buildings LLC	422 S Pier Dr	Sheboygan, WI	53081-4992	\$481,600	Commercial	2.78	1,189.28
59281322011	434 S Pier Dr	R & M Moeller LLC	434 S Pier Dr	Sheboygan, WI	53081-4992	\$427,800	Commercial	2.78	1,996.32
59281322033	342 S Pier Dr	Grateful Properties, LLC	342 S Pier Dr	Sheboygan, WI	53081-4984	\$718,100	Commercial	2.78	-
59281322032	S Pier Dr	Redevelopment Authority of Sheboygan	828 Center Ave Ste 104	Sheboygan, WI	53081-4466	\$0	Exempt local	2.78	-
59281108031	828 Center Ave	City of Sheboygan City Hall	828 Center Ave	Sheboygan, WI	53081-4442	\$0	Exempt local	2.78	-
59281322034	668 S Pier Dr	Prohibition Bistro 668 LLC	4024 State Highway 42	Sheboygan, WI	53083-2032	\$381,000	Commercial	2.78	1,059.18
59281322035	676 S Pier Dr	Dan Welsch	4022 N 51st St	Sheboygan, WI	53083-5605	\$290,300	Commercial	2.78	807.03
59281322037	S Pier Dr	Prohibition Bistro 668 LLC	4024 State Highway 42	Sheboygan, WI	53083-2032	\$18,300	Commercial	2.78	250.00
59281107312	734 N 7th St Unit 102	Eighth Street Sheboygan Housing Corp	2 Science Ct	Madison, WI	53711-1088	\$10,561,700	Commercial	2.78	8,000.00
59281108301	501 N 8th St	Sheb Retail, LLC	2808 Kohler Memorial Dr Ste 1	Sheboygan, WI	53081-3166	\$742,000	Commercial	2.78	2,062.76
59281112956	Riverfront Dr	Fond Du Lac Building	712 Riverfront Dr Ste 301	Sheboygan, WI	53081-4665	\$0	Commercial	2.78	-
59281107926	N 8th St	4K Capital Investments LLC	297 W Northland Ave	Appleton, WI	54911-2016	\$44,000	Commercial	2.78	250.00
59281110851	622 Pennsylvania Ave	Ccm Sheboygan 7penn LLC	901 S 70th St	West Allis, WI	53214-3100	\$9,943,400	Commercial	2.78	8,000.00
59281109131	731 Pennsylvania Ave	Foodworks Holdings LLC	522 S 8th St	Sheboygan, WI	53081-4404	\$897,500	Commercial	2.78	2,495.05
59281107952	N 8th St	Eighth Street Condominium Owners in Corr	508 New York Ave Rm 109	Sheboygan, WI	53081-4126	\$0	Commercial	2.78	-
59281107953	632 N 8th St	Eighth Street Investments LLC	5210 Vanguard Dr	Sheboygan, WI	53083-6056	\$261,400	Commercial	2.78	726.69
59281107954	807 New York Ave	Eighth Street Investments LLC	5210 Vanguard Dr	Sheboygan, WI	53083-6056	\$223,300	Commercial	2.78	620.77
59281107955	807 New York Ave	American Orthodontics Corp	3524 Washington Ave	Sheboygan, WI	53081	\$252,300	Commercial	2.78	701.39
59281112957	712 Riverfront Dr Unit A	Long Shot Properties LLC	670 Riverview Dr	Plymouth, WI	53073-1318	\$555,900	Commercial	2.78	1,545.40
59281112958	712 Riverfront Dr Unit C	ABC Real Estate Holdings, LLC	4866 Lynn Dr	Nashville, TN	37211	\$674,700	Commercial	2.78	1,875.67

Total Assessment \$ 194,773.09

Item 16.

**CITY OF SHEBOYGAN
RESOLUTION 135-24-25
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND PERRELLA.

DECEMBER 9, 2024.

A RESOLUTION authorizing the purchase of the property known as 2629 North 7th Street from Aurora Health Care Central, Inc.

RESOLVED: That the Common Council hereby approves the terms and conditions of the attached Vacant Land Offer to Purchase between the City of Sheboygan and Aurora Health Care Central, Inc. thereby authorizing the purchase of the property.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to purchase the property.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

WB-13 VACANT LAND OFFER TO PURCHASE

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ is dated November 1, 2024 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) ~~[STRIKE THOSE NOT APPLICABLE]~~

3 The Buyer, the City of Sheboygan
4 offers to purchase the Property known as 2629 North 7th Street (as more specifically described in the attached Addendum)

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
7 as an addendum per line 682] in the City of Sheboygan, County
8 of Sheboygan Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One Hundred Fifty Thousand
10 Dollars (\$ 150,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: none.

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: none.

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
20 and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in
27 an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before November 29, 2024

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
35 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on the date set forth in the attached Addendum.

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
43 transfer instructions.**

44 **EARNEST MONEY**
45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ 10,000 within five (5) business days _____ will be mailed, or commercially, electronically
48 or personally delivered within _____ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____
50 the Title Company described in the attached Addendum.) ~~[STRIKE THOSE NOT APPLICABLE]~~

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
54 disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

~~66 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 67 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 68 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 69 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.~~

~~67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 73 residential property with one to four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB-18.~~

~~77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 79 this Offer except: none.~~

~~80 _____ . If "Time is of the Essence" applies to a date or Deadline,
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.~~

~~83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
 93 rescission rights.~~

~~94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and _____~~

~~99 _____
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**~~

- ~~101 "Conditions Affecting the Property or Transaction" are defined to include:~~
- ~~102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.~~
 - ~~103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.~~
 - ~~105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.~~
 - ~~109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.~~
 - ~~114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.~~
 - ~~115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in~~

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
 179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
 181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
 190 payback obligation.

191 ~~CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such~~
 192 ~~programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program~~
 193 ~~such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not~~
 194 ~~continued after sale. The Parties agree this provision survives closing.~~

195 ~~MANAGED FOREST LAND:~~ If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
 196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
 197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
 198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
 199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
 200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
 201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
 202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
 203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
 204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
 205 ~~<https://dnr.wisconsin.gov/topic/forestry>.~~

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
 207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
 208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
 209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
 210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
 212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
 213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
 214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
 216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
 217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
 218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
 219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
 220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
 222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
 223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
 224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
 225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
 226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
 227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
 228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 ~~PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or~~
245 ~~documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on~~
246 ~~lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)~~
247 ~~written notice to Seller specifying these optional provisions checked below that cannot be satisfied and (2) written evidence~~
248 ~~substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,~~
249 ~~this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions~~
250 ~~checked at lines 256-281.~~

251 ~~Proposed Use: Buyer is purchasing the Property for the purpose of: _____~~

252 _____
253 _____ ~~[insert proposed use~~
254 ~~and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to~~
255 ~~purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].~~

256 ~~ZONING: Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines~~
257 ~~251-255.~~

258 ~~SUBSOILS: Written evidence from a qualified soils expert that the Property is free of any subsoil condition that~~
259 ~~would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such~~
260 ~~development.~~

261 ~~PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: Written evidence from a~~
262 ~~certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must~~
263 ~~be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of~~
264 ~~the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of~~
265 ~~the following POWTS that is approved by the State for use with the type of property identified at lines 251-255. CHECK~~
266 ~~ALL THAT APPLY conventional in-ground; mound; at-grade; in-ground pressure distribution; holding~~
267 ~~tank; other: _____~~

268 ~~EASEMENTS AND RESTRICTIONS: Copies of all public and private easements, covenants and restrictions~~
269 ~~affecting the Property and a written determination by a qualified independent third party that none of these prohibit or~~
270 ~~significantly delay or increase the costs of the proposed use or development identified at lines 251-255.~~

271 ~~APPROVALS/PERMITS: Permits, approvals and licenses, as appropriate, or the final discretionary action by the~~
272 ~~granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items~~
273 ~~related to Buyer's proposed use: _____~~

274 _____
275 ~~UTILITIES: Written verification of the location of the following utility service connections (e.g., on the Property, at~~
276 ~~the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:~~

277 electricity _____ ; gas _____ ; sewer _____ ;
278 water _____ ; telephone _____ ; cable _____ ;
279 other _____

280 ~~ACCESS TO PROPERTY: Written verification that there is legal vehicular access to the Property from public~~
281 ~~roads.~~

282 ~~LAND USE APPROVAL/PERMITS: This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither~~
283 ~~stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY rezoning; conditional use permit;~~
284 ~~variance; other _____ for the Property for its proposed use described at lines 251-255.~~
285 ~~Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of~~
286 ~~acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.~~

287 ~~MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller~~
288 ~~providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by~~
289 ~~a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE~~
290 ~~("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____~~
291 ~~acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the~~
292 ~~Property, the location of improvements, if any, and: _____~~

293 _____
294 ~~STRIKE AND COMPLETE AS APPLICABLE Additional map features that may~~
295 ~~be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot~~
296 ~~dimensions; total acreage or square footage; easements or rights-of-way.~~

297 ~~CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required~~
298 ~~to obtain the map when setting the deadline.~~

299 ~~This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers~~
300 ~~to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially~~
301 ~~inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of~~
302 ~~Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to~~

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s):

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources of obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached
364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 ■ ~~LOAN AMOUNT ADJUSTMENT~~: If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 ~~CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 OR 372.~~

371 ~~FIXED RATE FINANCING~~: The annual rate of interest shall not exceed _____%.

372 ~~ADJUSTABLE RATE FINANCING~~: The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ ~~SATISFACTION OF FINANCING COMMITMENT CONTINGENCY~~: If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or
- 382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 ~~CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.~~

388 ■ ~~SELLER TERMINATION RIGHTS~~: If Buyer does not deliver a loan commitment on or before the Deadline on line 357,
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ ~~FINANCING COMMITMENT UNAVAILABILITY~~: If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 ~~SELLER FINANCING~~: Seller shall have 10 days after the earlier of:

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 ~~IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT~~ Within _____ days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:

- 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or
- 407 (2) _____

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 ~~APPRAISAL CONTINGENCY~~: This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ ~~RIGHT TO CURE~~: Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

- 429 (1) Seller does not have the right to cure; or
- 430 (2) Seller has the right to cure but:
 - 431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____
437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of _____ (name other contingencies, if any); and
- 447
- 448 (3) Any of the following checked below:
 - 449 Proof of bridge loan financing.
 - 450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
- 452 Other: _____

453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and none other

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

- 472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.
- 475 Current assessment times current mill rate (current means as of the date of closing).
- 476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
- 478 See attached Addendum.

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ ~~CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed~~
490 ~~(trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as~~
491 ~~provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements~~
492 ~~entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use~~
493 ~~restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land~~
494 ~~Disclosure Report and in this Offer, general taxes levied in the year of closing and See Addendum~~

495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have 10 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 ~~LEASED PROPERTY~~ If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are _____

537 _____
538 _____ -Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) ~~sue for specific performance and request the earnest money as partial payment of the purchase price; or~~
- 599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
- 600 damages.

601 If Seller defaults, Buyer may: SEE ADDENDUM

- 602 (1) ~~sue for specific performance; or~~
- 603 (2) ~~terminate the Offer and request the return of the earnest money, sue for actual damages, or both.~~

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
651 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** SEE ATTACHED ADDENDUM AND ALL EXHIBITS THERETO.

656 _____
657 _____
658 _____
659 _____
660 _____

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: Mike Keane, Boerke

667 Name of Buyer's recipient for delivery, if any: _____

668 (2) **Fax**: fax transmission of the document or written notice to the following number:

669 Seller: (_____) Buyer: (_____) _____

670 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
672 line 675 or 676.

673 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
674 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

675 Address for Seller: _____

676 Address for Buyer: _____

677 (5) **Email**: electronically transmitting the document or written notice to the email address.

678 Email Address for Seller: mkeane@boerke.com; cc: noelle.granitz@quarles.com

679 Email Address for Buyer: _____

680 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
681 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

682 **ADDENDA**: The attached Addendum is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Quarles & Brady LLP

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

696 (x) _____
697 Buyer's Signature ▲ Print Name Here ▶ Date ▲

698 (x) _____
699 Buyer's Signature ▲ Print Name Here ▶ Date ▲

700 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
701 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
702 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
703 **COPY OF THIS OFFER.** AURORA HEALTH CARE CENTRAL, INC.

704 (x) _____
705 Seller's Signature ▲ Print Name Here ▶ Date ▲

706 (x) _____
707 Seller's Signature ▲ Print Name Here ▶ Date ▲

708 This Offer was presented to Seller by [Licensee and Firm] _____

709 _____ on _____ at _____ a.m./p.m.

710 This Offer is rejected _____ This Offer is countered [See attached counter] _____
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM TO VACANT LAND OFFER

This Addendum to Vacant Land Offer to Purchase (the “**Addendum**”) is attached to and incorporated by reference into the WB-13 Vacant Land Offer to Purchase dated September 21, 2023 (the “**Offer**”) submitted by the City of Sheboygan (“**Buyer**”) whereby Buyer offered to purchase from Aurora Health Care Central, Inc. (“**Seller**”) the Property (as hereinafter defined). For purposes of this Addendum, the Offer to Purchase by Buyer and this Addendum together shall be known as “the Offer” or “this Offer”

Except as specifically modified by the terms of this Addendum, the terms of the Offer shall remain in full force and effect. Any capitalized term not specifically defined in this Addendum shall have the definition given to it in the Offer. If any provision in this Addendum conflicts with or contradicts any provision in the Offer, then the provision in this Addendum shall control the interpretation of the Offer together as a single instrument.

1. **The Property.** Buyer acknowledges and agrees that the Property is approximately illustrated on the attached Exhibit A-1 and is known as tax parcel no. 59281007701 less and except that real property legally described on the attached Exhibit A-2 which Seller conveyed to an adjacent real property owner pursuant to a lot line adjustment prior to the date hereof.

2. **Earnest Money.** All earnest money shall be held in a strict joint order escrow account at Knight Barry Title Group, Milwaukee, Wisconsin (the “**Title Company**”) pursuant to the Title Company’s standard form of earnest money escrow agreement, which the parties shall promptly execute after submission of the earnest money.

3. **Document Review.** Seller shall deliver to Buyer any material documents in Seller’s actual possession relating to the Property within ten (10) days after the Effective Date. All documents delivered to Buyer shall be kept confidential, shall not be disclosed to any third parties either directly or indirectly, and may only be circulated by Buyer to its attorneys and accountants on a need-to-know basis.

4. **Inspection Period.**

(a) Buyer shall have from the Effective Date to the expiration of the Inspection Period (as hereinafter defined) to review documents, conduct physical inspections of the Property subject to the terms of the Offer, and to obtain all financing, governmental, and other approvals and permits deemed necessary by Buyer to allow the Buyer to use the Property for Buyer’s intended use (“Buyer’s Due Diligence Activities”), all at Buyer’s sole cost. Seller agrees that, subject to the terms of this Addendum, Buyer and Buyer’s contractors, assigns, and permittees shall have reasonable access to the Property upon prior notice to Seller (and with a representative of Seller present if Seller should so desire) to go upon the Property for the purpose of completing its Buyer’s Due Diligence Activities. Buyer or Buyer’s contractors shall maintain liability insurance for all such activities on the Property. At the conclusion of Buyer’s Due Diligence Activities, Buyer shall immediately, and at its own expense, repair and restore any and all damage to the Property caused by Buyer or Buyer’s agents in connection the Buyer’s Due Diligence Activities, or at Seller’s election, reimburse Seller on demand for the cost thereof. Buyer shall indemnify and hold Seller harmless from and against any and all claims or liability arising from Buyer’s Due Diligence Activities. This indemnity shall survive the Closing or the termination of the Offer. Buyer shall also provide Seller with general commercial liability insurance certificates reasonably satisfactory to Seller prior to entering the Property.

(b) If Buyer, in its sole and absolute discretion, decides not to purchase the Property, for any reason or no reason, including without limitation Buyer’s dissatisfaction with the results of the Buyer’s Due Diligence Activities or Buyer’s failure to procure financing, then Buyer shall have the right to terminate the Offer by delivering notice to Seller on or before 11:59 p.m. Central Time on the date that is forty-five (45) days after the Effective Date (the “**Inspection Period**”). In the event that Buyer does not timely deliver notice to terminate prior to the expiration of the Inspection Period, this contingency shall be deemed satisfied and the Earnest Money shall become nonrefundable to Buyer (except in the event of a Seller default) and applied as a credit to the Purchase Price at Closing. If Buyer

terminates this Offer in accordance with the foregoing prior to the expiration of the Inspection Period, neither party shall have any further obligation under this Offer (except as otherwise provided herein).

(c) Notwithstanding anything to the contrary in the Offer, Buyer shall not have the right to conduct a Phase II assessment of the Property without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. In the event Seller provides consent for Buyer to conduct a Phase II assessment, Buyer shall not share the results of such Phase II assessment with Seller and shall keep the same in strict confidence.

5. **Common Council Approval.** Buyer's obligations in this Offer shall be contingent upon receipt of City of Sheboygan Common Council approval for the transaction contemplated by this Offer no later than the expiration of the Inspection Period. In the event this condition has not been satisfied by the expiration of the Inspection Period, Buyer may deliver written notice terminating this Offer to Seller. In the event that Buyer does not timely deliver notice to terminate prior to the expiration of the Inspection Period, this contingency shall be deemed satisfied and the Earnest Money shall become nonrefundable to Buyer (except in the event of a Seller default) and applied as a credit to the Purchase Price at Closing. If Buyer terminates this Offer in accordance with the foregoing prior to the expiration of the Inspection Period, neither party shall have any further obligation under this Offer (except as otherwise provided herein).

6. **Objection to Title.** No later than the expiration of the Inspection Period, Buyer may object in writing to any matter identified on the Title Commitment. Seller shall have five (5) business days after receiving such objection notice to agree or disagree to correct the condition of title or matter of survey at Closing to the reasonable satisfaction of Purchaser. In the event that Seller does not provide a written agreement to correct any item in the Title Commitment to which Buyer objected, then Seller shall be deemed to have elected not to correct such item(s). If the condition of title is not acceptable to Buyer and Seller does not agree to correct it or cause the Title Company to commit to correct it by Closing within such five (5) business day period as required herein, then Buyer may, at its election, either (a) terminate the Offer by written notice to Seller given within two (2) business days following the expiration of the foregoing five (5) business day, following which Buyer and Seller shall have no further obligation or responsibility hereunder and the Earnest Money shall be returned to Buyer, or (b) proceed to close the transaction and receive such title as Seller is able and willing to convey. If Buyer does not timely elect item (a) in the foregoing sentence, Buyer shall be deemed to have elected item (b).

7. **Buyer Accepts Property "As Is".** Buyer acknowledges the following for Buyer and Buyer's successors and assignees: (i) that Buyer has been and will be given a reasonable opportunity to inspect and investigate the Property, all improvements thereon, and all aspects relating thereto, either independently or through agents and experts of Buyer's choosing; and (ii) that Buyer is acquiring the Property based on Buyer's own investigation and inspection thereof. Seller and Buyer thus agree (i) that the Property shall be sold—and that Buyer shall accept possession of the Property on the agreed closing date "AS-IS, WHERE-IS", with no right of set-off or reduction in the purchase price, and (ii) that such sale shall be without representation or warranty of any kind, express or implied, as to the Property's condition, utility, operation, merchantability, fitness, or compliance with governing laws and regulations, excepting only the limited warranty of title expressly set forth in the Seller's deed of transfer. Accordingly, Buyer acknowledges that (except for the limited warranty of title expressly set forth in Seller's deed of transfer), Buyer is relying solely upon its inspection, examination, and consideration of the Property and not on any representation or warranty from any other person whatsoever, including (without limitation) Seller's brokers, Seller's contractors, Seller's engineers, Seller's property managers, Seller's employees, Seller's attorneys, similar individuals or entities, any other agent engaged by Seller related to or involving the Property, or any other representative of Seller who discussed the Property with or provided information to Buyer or Buyer's representatives. Buyer hereby waives every claim, liability, cost, cause of action, or damage arising out of or in any manner related to the condition, uses, utility, operation, merchantability, fitness, or compliance with governing laws and regulations of the Property.

8. **Conveyance of Title.** Upon payment of the Purchase Price, Seller shall convey the Property by special warranty deed free and clear of all liens and encumbrances except: municipal and zoning ordinances and agreements

entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing, any items on the Title Commitment to which Buyer does not object and those to which Buyer objects but which Seller elects not to cure, and the Deed Covenant (as hereinafter defined) (that constitutes merchantable title for purposes of this transaction).

9. **Deed Covenant.** The special warranty deed shall contain a covenant requiring that the Property be redeveloped in a manner consistent with the surrounding neighborhood, a neighborhood residential district zoned NR-6, and orientated to a small lot single family residential development (the “**Deed Covenant**”).

10. **Closing.** The Closing shall occur on the date that is ten (10) days after the expiration or early waiver by Buyer of the Inspection Period or on such earlier date as the parties may elect (the “**Closing**”).

11. **Taxes.** At Closing, real estate taxes shall be prorated based on the net general real estate taxes for the preceding year, with respect to the land value only and expressly excluding any improvements, or the current year, if available.

12. **Closing Costs.** At Closing, Buyer shall pay: (i) the costs for recording the deed, (ii) the cost of any lender title insurance policy, and any owner’s title policy endorsements (other than a gap endorsement), (iii) one-half (1/2) of all escrow or closing agent charges, including the closing fee charged by the Title Company, if any, and (iv) all costs of Buyer’s due diligence. At Closing, Seller shall pay: (A) the owner’s title insurance policy premium, including the gap endorsement but excluding any extended coverage endorsements, (B) a commission to Boerke pursuant to a separate agreement between Seller and Boerke; (C) one-half (1/2) of all escrow or closing agent charges charged by the Title Company including the closing fee charged by the Title Company, and (D) state and county transfer taxes in connection with the sale of the Property. Each party shall pay its own attorneys’ fees.

13. **Termination of Redevelopment Agreement.** At Closing, Buyer and Seller shall enter into a termination of that certain Redevelopment Agreement between Aurora Health Care, Inc. and the City of Sheboygan dated April 30, 2019 with respect to the Property (the “Redevelopment Agreement”), which termination shall include a full release of the obligations of Aurora (as that term is defined in the Redevelopment Agreement) related thereto. Seller shall

14. **Default.** If Seller defaults, Buyer may terminate the Offer, receive the return of the Earnest Money, and Seller shall pay to Buyer an amount equal to the out of pocket costs incurred by Buyer as a result of Seller’s breach; provided, however, in no event shall Seller’s liability for the foregoing exceed Ten Thousand Dollars (\$10,000.00). Buyer waives any and all claims for consequential damages arising out of Seller’s breach.

15. **Assignment.** Buyer shall not assign its interest in the Offer without Seller’s prior written consent, which shall not be unreasonably withheld.

16. **Brokers.** Each party represents and warrants to the other that it has dealt with no broker, finder or other person with respect to this Offer except for The Boerke Company (“Seller’s Broker”). Buyer and Seller each hereby agrees to indemnify and hold the other harmless from and against any and all claims for brokerage or finder’s fees or other similar commissions or compensation made by any and all brokers or finders claiming to have dealt with the indemnifying party in connection with this Offer or the consummation of the transaction contemplated hereby. At Closing, Seller shall pay all brokerage commissions payable to Seller’s Broker.

17. **Electronic Signatures.** Signatures made electronically using DocuSign or any other electronic signature software shall be considered original signatures.

18. **Sufficient Consideration; Enforceability of Contract.** Seller and Buyer hereby acknowledge and agree that they intend this Offer to be a binding and enforceable agreement, subject to the terms and conditions set

forth herein, and each party hereby waives any right to hereafter challenge the enforceability of this Offer on the basis that the contingencies set forth in this Offer are in the sole discretion of Buyer. If either party challenges the enforceability of this Offer in a manner that is inconsistent with the foregoing waiver, such party shall pay the other party's costs and expenses (including reasonable attorneys' fees) in enforcing the Offer. Buyer agrees to use good faith efforts to inspect the Property and determine whether the purchase contemplated herein may satisfy all the contingencies set forth herein. The parties hereto acknowledge that Buyer will expend material sums of money in reliance on Seller's obligations under the Offer in connection with negotiating and executing the Offer, conducting the inspections contemplated by this Offer and preparing for Closing, and that Buyer would not have entered into this Offer without the right to perform its due diligence. In consideration of the foregoing, the provision of a \$100 nonrefundable deposit (the "Independent Consideration") and Buyer's offer to provide copies of reports Buyer has had performed, the parties agree that adequate consideration exists so that Buyer's rights to terminate the Offer do not render the Offer illusory. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Offer and shall be retained by Seller notwithstanding: (a) the exercise of Buyer's rights to terminate the Offer, and/or (b) any other provision of this Offer. The Independent Consideration shall be applied to the Purchase Price if this transaction closes. The Independent Consideration shall be paid by Buyer to Seller from the Earnest Money if the Offer is terminated and Buyer is entitled to receive the Earnest Money after such termination.

19. **Dates.** If any date set forth in the Offer for the delivery of any document or the happening of any event (such as, for example, the expiration of the Inspection Period or the Closing) should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday. The Effective Date of this Offer or 'date of binding acceptance' shall be the date that the last party to execute the Offer signs the Offer such that the same becomes a fully executed agreement.

20. **Effective Date.** The Effective Date of this Offer shall be the date that the last party to execute the Offer signs the Offer such that the same becomes a fully executed agreement.

EXHIBIT A-1
ILLUSTRATION OF THE PROPERTY



EXHIBIT A-2
EXCLUDED PROPERTY

THE SOUTH 15' FEET OF LOT 30, BLOCK 1, ASSESSMENT SUBDIVISION NO. 14, LOCATED IN THE SE 1/4 OF THE NW 1/4, SECTION 14, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN; AND FURTHER DESCRIBED AS FOLLOWS:
WITH POINT OF BEGINNING COMMENCING AT THE NW CORNER OF LOT 29, BLOCK 1, ALL IN ASSESSMENT SUBDIVISION NO 14; SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF NORTH 7TH STREET. THENCE THE FOLLOWING BEARINGS AND DISTANCES; N0°00'00"E 15.00' TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH 7TH ST; N90°00'00"E 195.46' TO A POINT ON THE EAST PROPERTY LINE OF LOT 30 IN SAID SUBDIVISION; S0°08'36"E 15.00' TO THE NE CORNER OF LOT 29; N90°00'00"W 195.50' TO THE NW CORNER OF LOT 29 AND POINT OF BEGINNING.